### TERREBONNE PARISH COUNCIL PUBLIC SERVICES COMMITTEE

Mr. Carl Harding Chairman
Mr. Darrin W. Guidry, Sr. Vice-Chairman

Mr. Brien Pledger Member
Mr. Gerald Michel Member
Mr. John Amedee Member
Ms. Jessica Domangue Member
Mr. Daniel Babin Member
Mr. Dirk J. Guidry Member
Mr. Steve Trosclair Member



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Tammy E. Triggs, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

### **AGENDA**

August 21, 2023 5:30 PM

Robert J. Bergeron Government Tower Building 8026 Main Street 2nd Floor Council Meeting Room Houma, LA 70360

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. All comments must be addressed to the Council as a whole. Addressing individual Council Members or Staff is not allowed. Speakers should be courteous in their choice of words and actions and comments shall be limited to the issue and cannot involve individuals or staff related matters. Thank you.

### ALL CELL PHONES AND ELECTRONIC DEVICES USED FOR COMMUNICATION SHOULD BE SILENCED FOR THE DURATION OF THE MEETING.

### CALL MEETING TO ORDER

### INVOCATION

### PLEDGE OF ALLEGIANCE

### **ROLL CALL**

- **1. RESOLUTION:** Authorizing emergency repairs to Combon Bridge in Dulac.
- **2. RESOLUTION:** Authorizing the Parish President to execute Memorandums of Understanding between Terrebonne Parish Consolidated Government and the Ouachita Parish Police Jury, the Ouachita Parish Sheriff's Office, and the City of Monroe.
- **3. RESOLUTION:** Ensuring full compliance with the Off-System Bridge Program as required by National

- Bridge Inspection Standards.
- **4. RESOLUTION:** Approving the Road Maintenance Priority List for 2024 as prepared by Parish Administration.
- **5. RESOLUTION:** Ratifying the appointment of David A. Waitz Engineering and Surveying, Inc. to provide professional engineering services relative to the replacement of existing PVC Gas Lines, project known as Phase 1 PVC Gas Line Improvements Presque Isle, Project Number 23-GAS-35.
- **6. RESOLUTION:** Authorizing the Parish President to execute any and all documents pertaining to the Statewide Flood Control Program for the Industrial Blvd. Pump Station Replacement Project; Parish Project No. 22-DRA-50; State Project Number H.015191; Terrebonne Parish, Louisiana.
- **RESOLUTION:** Authorizing the Parish President to execute any and all documents pertaining to the Statewide Flood Control Program for the Bayou Terrebonne Lock Pump Station Project; Parish Project No. 21-DRA-14; State Project Number H.015192; Terrebonne Parish, Louisiana.
- **RESOLUTION:** Awarding and authorizing the signing of a Construction Contract to the firm of Volute, Inc. for Parish Project No. 19-BLDG-30, American Legion Post 31 Phase 3 HVAC Renovations, Terrebonne Parish, Louisiana and authorizing the issuance of the Notice to Proceed to commence construction of said Project.
- **9. RESOLUTION:** Authorizing the execution of Change Order No. 3 for the Construction Agreement for Parish Project No. 22-PARK-21, Rotary Centennial Plaza Project, Terrebonne Parish, Louisiana.
- **10. RESOLUTION:** Ratifying the appointment of All South Consulting Engineers, LLC to provide engineering services for the Bayou Country Sports Park Limestone Parking Lot and authorizing the execution of an agreement for these services.
- **11. RESOLUTION:** Authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 21-PARK-05 Bayou Country Sports Park Soccer Expansion, Terrebonne Parish, Louisiana.
- **12. RESOLUTION:** Providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. 21-PARK-05, Bayou Country Sports Park Soccer Expansion, Terrebonne Parish, Louisiana.
- **RESOLUTION:** Providing for the acceptance of work performed by LA Contracting Enterprise, LLC, in accordance with the Certificate of Partial Substantial Completion for Parish Project No. 21-PARK-05, Bayou Country Sports Park Soccer Expansion, Terrebonne Parish, Louisiana.
- **14. RESOLUTION:** Authorizing the execution of Change Order No. 2 for the Construction Agreement for Parish Project No. 20-ROAD-54 Pavement Markings Project Phase 1B, Terrebonne Parish, Louisiana.
- **RESOLUTION:** Providing for the acceptance of work performed by Southern Synergy, LLC, in accordance with the Certificate of Substantial Completion for Parish Project No. 20-ROAD-54 Pavement Markings Project Phase 1B, Terrebonne Parish, Louisiana.
- **16. RESOLUTION:** Providing for the acceptance of work performed by Sealevel Construction, Inc., in accordance with the Certificate of Substantial Completion for Parish Project 18-DRA-44, Elliot Jones Pump Station Project, Terrebonne Parish, Louisiana.
- 17. **RESOLUTION:** Authorizing the Parish President to execute a Declaration of a State of Emergency Imminent Threat of Flooding Due to the Reach A Gap in the Morganza to the Gulf Flood Risk Reduction System.
- 18. Adjourn

Category Number: Item Number:



Monday, August 21, 2023

Item Title: INVOCATION			
Item Summary: INVOCATION			

Category Number: Item Number:



Monday, August 21, 2023

**Item Title:** 

PLEDGE OF ALLEGIANCE

**Item Summary:** PLEDGE OF ALLEGIANCE



Monday, August 21, 2023

### **Item Title:**

Combon Bridge Emergency Repairs

### **Item Summary:**

**RESOLUTION:** Authorizing emergency repairs to Combon Bridge in Dulac.

### **ATTACHMENTS:**

Description	Upload Date	Type
Executive Summary	8/15/2023	Executive Summary
Resolution	8/15/2023	Resolution
Invoice	8/15/2023	Backup Material



### **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)
PROJECT TITLE

Combon Bridge Emergency Repairs - July 2023

## PROJECT SUMMARY (200 WORDS OR LESS)

Resolution authorizing emergency repairs to Combon Bridge in Dulac.

# PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Emergency replacement of the trunnion bearings on the Combon Bridge to return it to safe operation.

3		ESTIMATED	\$98,698.18
TOTAL EXPENDITURE	\$98,698.18	ACTUAL	YES AMOUNT BUDGETED:
			ON
			N/A

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ONTO	_
	PARISHWIDE

David V. Rome, Jr., Director of Public Works <u>'</u>

Signature

Date

OFFERED BY: SECONDED BY:

### **RESOLUTION NO. 23-**

A resolution declaring the necessity for emergency action pursuant to the authority set forth in LSA R.S. 38:2212(D) to address repairs to the Combon Bridge which requires immediate action to correct. Such emergency action includes the acquisition of professional services to remove, repair, and replace essential mechanical bridge components to restore safe bridge operations.

**WHEREAS**, the Combon Bridge is operated and inventoried by the Terrebonne Parish Consolidated Government Roads & Bridges Division as a moveable span bridge, and

**WHEREAS**, on July 13, 2023 an inspection of the Combon Bridge revealed significant deficiencies to the trunnion bearings that pose a severe risk to the safe operation of the bridge, and

**WHEREAS**, the Department of Public Works contacted Coastal Bridge Services, L.L.C. to provide equipment, labor and materials for immediate removal, repairs, and replacement of the trunnion bearings, and

**WHEREAS**, Coastal Bridge Services, L.L.C. has provided a quote of \$98,698.18 (ninety-eight thousand six hundred ninety-eight dollars and eighteen cents) for all necessary emergency work to return Combon Bridge to safe operations,

**WHEREAS,** the Parish President approved the emergency repairs to the Combon Bridge on July 13, 2023 in order to ensure the safety of the public, and

WHEREAS, Coastal Bridge Services, L.L.C. completed said work on July 20, 2023, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby declare that the emergency repairs to the Combon Bridge as an emergency purchase; and

THERE WAS RECORDED:
YEAS:
NAYS:
ABSTAINING:
ABSENT:

### TERREBONNE PARISH CONSOLIDATED GOVERNMENT PURCHASE REQUISITION

VENDOR: 06461 DEPARTMENT.: 310 - ROADS & BRIDGES 23 REQUISITION NUMBER: 2386641 COASTAL CONTRACTORS INC PO BOX 14056 DELIVERY TO: REQUISITION DATE.. 7/27/2023 BATON ROUGE, LA 70898 SHIP VIA...: PAGE NUMBER..... 1 OF 1 U/M QUANTITY ACCOUNT NUMBER DESCRIPTION UNIT PRICE SALES TAX EXTENDED 251-310-8929-15 COMBON BRIDGE EAC 1.00 98,698.1800 .00 98,698.18 EMERGENCY TRUNNION BEARING REPLACEMENT SUB TOTAL----> .00 98,698.18 PARISH SALES TAX----> .00 STATE SALES TAX----> .00 -----TOTAL----> 98,698.18

******* REQUISITION AMOUNT EXCEEDS EMPLOYEE AUTHORIZATION LIMIT	Г -	*** ADMINISTRATION APPROVAL REQUI	
NEED FOR ITEMS: COMBON BRIDGE  EMERGENCY TRUNNION BEARING REPLACEMENT			
	**	DEPARTMENT APPROVAL	DATE
BIDS RECEIVED:			
	**	DIVISION APPROVAL	DATE
SUBMITTED BY: LAURA A. BENOIT		BUDGETARY APPROVAL	DATE
REQUISITIONED BY: LAURA BENOIT			
ORDERED BY: CHRIS INFANTE FREIGHT NO	**	ADMINISTRATION APPROVAL	DATE



### INVOICE

COASTAL CONTRACTORS LLC P. O. BOX 14056 **BATON ROUGE, LA. 70898** 

TPCG - PUBLIC WORKS

TO: TERREBONNE PARISH CONSOLIDATED GOVT.

P.O. BOX 6097

HOUMA, LA 70361-6097

ATTN: MR. CHRIS INFANTE

DATE:

7/26/2023

INVOICE NO:

23004-1

TERMS:

**NET 30 DAYS** 

PO# Per email authorization dated 4/6/2023

Combon Lift Bridge- Emergency Trunnion Bearing Replacement

\* As per quote dated 3/28/2023

Work completed on 07/20/23

Lump Sum

\$98,698.18

Field notes:

The existing trunnion shaft showed visible signs of excessive wear, which reduced the overall shaft diameter thus preventing the new adapter sleeves from locking tightly into place. Field discussions led to field welding the sleeves to the shaft to get the bridge operational. The alternative is trunnion shaft replacement which could take many months since the entire sheave/trunnion assembly must be removed and taken to a machine shop to be press fit and dowel pinned.

PURCHASING

JUL 2 8 2023

**TOTAL AMOUNT DUE** 

\$98,698.18

RECEIVED

JUL 2 7 2023

Director of Public Works T.P.C.G

Oldf De 20. 200 7/28/23



July 24, 2023

Terrebonne Parish Consolidated Government P.O. Box 6097 Houma, LA 70361-6097

Attention: Mr. Chris Infante

Re: Combon Lift Span Bridge Emergency Trunnion Bearing Replacement Field Repair Report

### Chris:

As discussed at the bridge site during repairs, after removing the existing failed bearings, the trunnion shaft exhibited visible signs of excessive wear and scarring. The wear reduced the overall shaft diameter of the existing trunnion shaft which resulted in a loose connection with the new bearing sleeve adapters. The ideal fit allows for the adapters to "lock" tight to the shaft preventing any movement between the bearing adapter sleeves and trunnion shaft at each bearing. With the reduced shaft diameter, the adapter sleeve could not tighten sufficiently and lock in place.

To limit bridge down time and eliminate additional costs to the parish, it was discussed & decided to field weld the adapter sleeve to the shaft thus creating the required tight connection at the bearing.

However, field welding of the trunnion shaft is not optimal as a long-term solution, and replacement of the trunnion shaft is recommended. Shaft replacement will require the entire sheave assembly be removed with a crane and taken to a machine shop for the new shaft to be press fit and doweled to the sheave. Depending upon the timeliness of the replacement, new adapter sleeves and bearings may also be necessary. We are currently acquiring budgetary pricing with anticipated length for shop repairs and will provide to the parish.

Please let me know if you have any questions. Cell 225-678-2088. With best regards,

COASTAL CONTRACTORS, LLC

Shing & Carribe

**Sherry Carriker** 



Monday, August 21, 2023

### **Item Title:**

2023 MOU's with Ouachita Parish

### **Item Summary:**

**RESOLUTION:** Authorizing the Parish President to execute Memorandums of Understanding between Terrebonne Parish Consolidated Government and the Ouachita Parish Police Jury, the Ouachita Parish Sheriff's Office, and the City of Monroe.

### **ATTACHMENTS:**

Description	Upload Date	Type
2023 Executive Summary - City of Monro	e 8/15/2023	Cover Memo
2023 Resolution - City of Monroe	8/15/2023	Cover Memo
2023 MOU - City of Monroe	8/15/2023	Cover Memo
2023 Executive Summary - Ouachita Police Jury	8/15/2023	Cover Memo
2023 Resolution - Ouachita Police Jury	8/15/2023	Cover Memo
2023 MOU - Ouachita Police Jury	8/15/2023	Cover Memo
2023 Executive Summary - Ouachita Sheriff's Office	8/15/2023	Cover Memo
2023 Resolution - Ouachita Sheriff's Office	8/15/2023	Cover Memo
MOU - Ouachita Sheriff's Office	8/15/2023	Cover Memo



## **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Memorandum of Understanding Between TPCG and the City of Monroe

## PROJECT SUMMARY (200 WORDS OR LESS)

utilize their Civic Center and surrounding buildings as shelters during a mandatory evacuation of the Parish due to a category 3, 4, or 5 hurricane affecting Terrebonne Parish. The MOU also provides an agreement to pay for use of the City of Monroe facilities. Project is not budgeted due to that this agreement will only go into effect in the event of a mandatory evacuation of Terrebonne Parish due to a major hurricane. The MOU allows the Parish President to enter into an agreement with the City of Monroe to

# PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The use of the City of Monroe facilities allows Terrebonne Parish to have a "point-to-point" shelter where residents can be sheltered in one centralized location.

TOTAL EXPENDITURE	AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	ESTIMATED	IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	IF YES AMOUNT BUDGETED:
TOTAL EX	AMOUNT SHOWN AB	ACTUAL	IS PROJECTALREADY B	N/A (NO) YES IF

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COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)	7	L 14,2823 Date
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COLN	1	Welling Signature
	PARISHWIDE	No

public project or the promotion and maintenance of any undertaking provided that at least one of of the state may ovement of any the participants to the agreement is authorized by law to complete the undertaking; and

Gordon E. Dove, during an emergency event in the parish, is empowered to take steps and WHEREAS, Terrebonne Parish Consolidated Government, through its Parish President, measures necessary to protect the lives and property of the citizens of Terrebonne Parish; and

of the WHEREAS, TPCG and the City of Monroe (COM) wish to memorialize an arrangement to grant use of the City of Monroe Civic Center, Abe Pierce Convention Center, W.L. Jack Howard event Theater and the B.D. Robinson Conference Hall as an emergency shelter in the mandatory evacuation of the citizens of the Parish of Terrebonne, and

WHEREAS, Terrebonne Parish Consolidated Government and the City of Monroe find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council on behalf Dove, is Consolidated Government and City of Monroe containing substantially the same terms as those authorized to execute a Memorandum of Understanding between the Terrebonne Parish of Terrebonne Parish Consolidated Government that the Parish President, Gordon E. set out in the attached agreement, and to provide for all related matters. hereby

UPON VOTE TAKEN, THERE WAS RECORDED:	
YEAS:	
NAYS:	1
NOT VOTING.	ŝ
ABSENT:	

NOT ADOPTED on this day of, 2023.	, CHAIRMAN	I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing	is a true and correct copy of a resolution adopted by the on the	day of , 2023, subsequently ratified by the assembled Council in	Regular Session on the day of , 2023, at which meeting a quorum	present.
NOT ADC		I, TAMM	is a true an	gp de	Regular So	was present.

TAMMY TRIGGS, COUNCIL CLERK

### MEMORANDUM OF UNDERSTANDING BY AND BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND CITY OF MONROE

This Agreement is entered into on the dates set forth herein by and between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT ("TPGC"), a political subdivision of the State of Louisiana, herein represented by Gordon E. Dove, President of Terrebonne Parish, or his duly authorized designee, Michael C. Toups; and,

CITY OF MONROE, LOUISIANA ("City") a political subdivision of the State of Louisiana, herein represented by its duly authorized Mayor, Friday Ellis.

WHEREAS, La. R.S. 33:1324 provides that any parish or political subdivision of the state may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and,

**WHEREAS,** TPCG, through its Parish President, during an emergency event in the parish, is empowered to take the steps and measures necessary to protect the lives and property of the citizens of Terrebonne; and,

**WHEREAS,** TPCG and the City wish to memorialize an agreement to grant the right to use the of the Monroe Civic Center, Abe Pierce Convention Center, W. L. Jack Howard Theater, and B.D. Robinson Conference Hall, as emergency shelters in the event of a mandatory evacuation of Terrebonne Parish; and.

**WHEREAS,** TPCG and the City find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and,

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the parties, that:

### 1. City Responsibilities

Upon declaration of a public emergency and mandatory evacuation in Terrebonne Parish as a result of a Category 3, 4, or 5 hurricane in the Gulf of Mexico, or any other publicly declared natural disaster or emergency that requires the mandatory evacuation of more than fifty percent (50%) of the population of Terrebonne Parish, the City grants to TGPC the right to use the following "City Facilities" as necessary to provide shelter for TPCG citizens/residents up to the maximum stated capacity for each center contained in Addendum No. 1 (subject to any additional capacity increases, limitations, or determinations established by the Fire Chief of the City of Monroe or the Louisiana State Fire Marshal) during and in the aftermath of the Category 3, 4, or 5 hurricane, or any other publicly declared natural disaster or emergency that requires the mandatory evacuation of more than fifty percent (50%) of the population of Terrebonne Parish:

- A. Monroe Civic Center 401 Lea Joyner Memorial Expy. Monroe, LA 71201
- B. B.D. Robinson Conference Hall 401 Lea Joyner Memorial Expy. Monroe, LA 71201
- C. Abe Pierce Convention Center 401 Lea Joyner Memorial Expy. Monroe, LA 71201
- D. W.L. Jack Howard Theater401 Lea Joyner Memorial Expy.Monroe, LA 71201

The fees for the use of each area are set forth in Addendum No. 2 to this agreement.

### 2. TPCG Responsibilities

If a public emergency and evacuation is declared in Terrebonne Parish and TPCG intends to exercise its right of use under this agreement as a result of a Category 3, 4, or 5 hurricane, or any other publicly declared natural disaster or emergency that requires the mandatory evacuation of more than fifty percent (50%) of the population of Terrebonne Parish, the Parish President, or their designee, shall provide at least 48-hours' notice to the City prior to the arrival of any TPCG citizens/residents in the City. The Parish President, or their designee, shall contact: the Mayor's Office (Tel: (318) 329-2310; Fax: (318) 329-3300); the Director of Community Affairs (Tel: (318) 329-2290; Fax: (318) 329-2288); and the Civic Center Director (Tel: (318) 329-2346; Fax: (318) 329-2548). The Parish President, or their designee, shall inform the City of: the date of the declaration and evacuation order, and provide a copy of said orders; the expected number of Terrebonne Parish evacuees that will be traveling to the City; an estimate of the allowable household pets accompanying the evacuees; which areas will be needed for use; and an estimate of the period of time the City's facilities are expected to be needed, which shall be updated weekly.

### 3. Consideration and Payment

The City shall not be responsible for nor be held liable for the expenses involved in providing the use of its facilities to TPCG. TPCG shall be solely responsible for all expenses incurred in using the City Facilities and shall be required to reimburse the City for the actual cost of any materials, supplies, or equipment belonging to the City that are used or consumed during the period that any City Facilities are being used by TPCG under this agreement. TPCG also accepts responsibility for and agrees to indemnify and reimburse the City for all damages to any City Facilities caused by or attributable to TPCG's use of the facilities and the actual cost of all necessary repairs for such damage.

TPCG is solely responsible for the safety, security, and care of TPCG evacuees sheltering in a City facility and shall be solely responsible for securing, providing, and the cost of all necessary food, toiletries, clothing, supplies, first aid or medical supplies, transportation, and all other necessary items for the care of TPCG evacuees. The City may, at its sole option and upon request by TPCG, provide items from the City's inventories or stores to assist with the care of TPCG evacuees, but TPCG shall be required to reimburse the City for the actual cost of any materials, supplies, or equipment belonging to the City that are used or consumed during the period that any City Facilities are being used by TPCG under this agreement.

Access to the City Facilities shall be provided by the Mayor of the City of Monroe, who may appoint a designee(s) to unlock, monitor, and oversee the use of the City Facilities by TPCG under this agreement. TPCG shall be responsible for overtime pay for all reasonable, required overtime for City employees necessary for proper operation of the shelter during TPCG's use of the facilities, including but not limited to employees from the City's Administration, Community Affairs, Police Department, Fire Department, and Public Works Departments. TPCG shall also be responsible for payment, including overtime, for security staff from the City of Monroe Police Department which is deemed necessary by the Police Chief of the City of Monroe. TPCG shall also be responsible for payment, including overtime, for any fireman necessary for any "fire watch" required by Louisiana State Fire Marshal guidelines. The City will be responsible for all time sheets and documentation of hours worked, which shall be sent to TPCG upon request for reimbursement purposes.

The City shall submit a monthly invoice with a breakdown of expenses and costs, including the rental fees set forth in Addendum No. 2 to this agreement, to Terrebonne Parish, Office of Homeland Security Emergency Preparedness for approval, Attention: Director of TPOHSEP, 101 Government Street, Gray, LA 70359. The City shall submit a final invoice of costs, expenses, and fees no later than ninety (90) days after TPCG discontinues use of the City Facilities. The City, at its sole option, may submit separate invoices for the actual costs of any damage and/or necessary repairs caused by or attributable to TGPC's use of the City Facilities. TPCG shall remit payment on the invoices no later than thirty (30) days after receipt.

If necessary and desired by TPCG, TPCG shall be solely responsible for the installation and provision of adequate facilities, including shower and laundry facilities, and for providing generators in case of power failure at the City Facilities. If installation of these facilities or equipment is provided by the City at the request of TPCG, TPCG shall reimburse the City for any and all expenses and actual costs associated with the installation and use of this equipment. Any facilities installed shall comply with all federal, state, and local laws, codes, and regulations and must be approved by the City prior to installation.

### 4. Indemnification

To the fullest extent permitted by law, TPCG shall protect, defend, indemnify, save and hold harmless the City, including its elected and appointed officials, Departments, Divisions, Agencies, Councils, Boards and Commissions, Districts, officers, agents, servants and employees,

including volunteers, from and against any and all claims, demands, expense, losses, suits, cost, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting there from, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of SJP, its agents, its sub-contractors, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or nonperformance of the contract herein entered into, including any and all cost, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the City, all its elected and appointed officials, Departments, Divisions, Agencies, Councils, Boards and Commissions, Districts, officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of City, Boards and Commissions, their officers, agents, servants and employees, including volunteers and without, however, waving any governmental immunity available to TPCG under Louisiana law, including the Louisiana Homeland Security and Emergency Assistance and Disaster Act, and without waiving any defenses of the parties hereto.

### 5. Termination

This Agreement shall be terminated under any or all the following conditions:

- A. By written mutual agreement and consent of the parties hereto.
- B. By TPCG or the City for cause with ninety (90) days' written notice to the other party stating the reason for such cause. Such cause may include the failure of either party to comply with the terms and conditions of this agreement in a satisfactory manner, with allowance being made for circumstances beyond the control of the parties.
- C. Either TPCG or the City may terminate this agreement with stated cause with ninety (90) days written notice.
- D. In the event of default by either TPCG or the City, the other party shall have all rights and remedies afforded to it at lay or in equity to recover damages and interpret, or enforce, the terms of the MOU. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

### 6. Cancellation Charges

The City reserves the right to charge TPGC cancellation costs in the event a previously contracted and scheduled program at the City Facilities requires cancellation due to the use of the City Facilities as an emergency shelter. These cancellation costs shall include any amounts already expended by the City as required by the cancelled contract and the cost of providing any refunds under the cancelled contract. TGPC shall not be responsible for lost revenues associated with its use of the City Facilities.

### 7. Inspection

The City shall allow TPCG to pre-inspect all City Facilities to establish their condition prior to occupancy and use by TPCG. TPCG shall return the City Facilities it uses in substantially the same condition as received by TPCG.

The City additionally grants TPCG the right to use portions of the Monroe Civic Center campus to house up to a maximum of 100 evacuated domestic household pets from TPCG pursuant to the same terms set forth above. Animal care shall be provided by the owners and/or a volunteer agency. The precise location where animals will be housed will be determined at the sole discretion of the Monroe Civic Center Director.

### 8. Insurance

TPCG shall provide and maintain a minimum of \$1,000,000.00 in insurance covering all general risks and damages to the City Facilities, employees, and guests, naming the City of Monroe as an additional insured. TPCG shall provide evidence of said insurance by presenting a certificate of insurance to the City of Monroe prior to using the City Facilities. TPCG is required to comply with all insurance requirements set forth in this agreement and Addendum No. 2 to this agreement.

### 9. Deposit.

TPCG agrees to pay in advance a three (3) day rental deposit that will be applied to the sum for rental of the City Facilities used by TPCG under this agreement. The deposit shall be calculated for the space in accordance with the rates set forth in Addendum No. 2. If the length of TPCG's use of the City Facilities is less than three (3) days, TPCG will be refunded a portion of its deposit on a pro-rata, daily basis.

### 10. Term

This agreement shall remain in effect from the date of execution by the last signing party until **December 31, 2026**, subject to written amendment upon mutual consent.

### 11. Compliance with Laws

The parties hereto, and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances while performing under this agreement.

### 12. Choice of Law

This agreement shall be governed by Louisiana law and the provisions of this agreement shall be enforced and brought in the Fourth Judicial District Court, Ouachita Parish, Louisiana.

### 13. Severability

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement. The provisions of this agreement are therefore deemed to be severable.

### 14. Amendment

No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

### 15. No Waiver

The failure of TPCG or the City to enforce any of the terms of this agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this agreement.

\*\*\*\*

### SIGNATURE PAGES FOLLOW REST OF PAGE INTENTIONALLY LEFT BLANK

		hereto have signed this Memorandum of, 2023 in the presence of the undersigned
WITNESSES:		Terrebonne Parish Consolidated Govt.
	By:	
Signature	• –	Gordon Dove, Parish President
Print Name		
		Notary Public
Signature		
Print Name		
		hereto have signed this Memorandum of, 2023 in the presence of the undersigned
WITNESSES:		City of Monroe, Louisiana
	By: _	
Signature		Friday Ellis, Mayor
Print Name		
Timervanie		Notary Public
Signature		
Print Name		

### Addendum No. 1

The following tables establish the maximum shelter capacity for each City Facility based on the shelter need and/or expected duration of evacuation. These capacities have been established by the Monroe Fire Department in accordance with FEMA and Louisiana State Fire Marshal guidelines, but are subject to increase or decrease by order of the Louisiana State Fire Marshal or City of Monroe Fire Chief:

W.L. Jack Howard Theater (~3,000 sq. ft. usable space)

Shelter Type	Duration	Sq. Ft. Per Person	Maximum Capacity
Temporary Shelter	Less than 2 hours	6 sq. ft. (sitting)	500
Short Term Shelter	2 hours – 12 hours	10 sq. ft.	300
	(Not Overnight)		Fire Watch Required
Long Term Shelter	12 hours – 36 hours	20 sq. ft.	150
			Fire Watch Required
Extended Long-Term	More than 36 hours	30 sq. ft.	100
Shelter		Mem. No. 2013-04	Fire Watch Required

### B.D. Robinson Conference Hall (~11,700 sq. ft.)

<b>Shelter Type</b>	Duration	Sq. Ft. Per Person	Maximum Capacity
Temporary Shelter	Less than 2 hours	6 sq. ft. (sitting)	1,950
Short Term Shelter	2 hours − 12 hours	10 sq. ft.	1,170
	(Not Overnight)		Fire Watch Required
Long Term Shelter	12 hours – 36 hours	20 sq. ft.	585
			Fire Watch Required
Extended Long-Term	More than 36 hours	30 sq. ft.	390
Shelter		Mem. No. 2013-04	Fire Watch Required

### Monroe Civic Center Floor Space (~24,045 sq. ft.)<sup>1</sup>

<b>Shelter Type</b>	Duration	Sq. Ft. Per Person	Maximum Capacity
Temporary Shelter	Less than 2 hours	6 sq. ft. (sitting)	4,007
Short Term Shelter	2 hours − 12 hours	10 sq. ft.	2,404
	(Not Overnight)		Fire Watch Required
Long Term Shelter	12 hours – 36 hours	20 sq. ft.	1,202
			Fire Watch Required
Extended Long-Term	More than 36 hours	30 sq. ft.	801
Shelter		Mem. No. 2013-04	Fire Watch Required

<sup>&</sup>lt;sup>1</sup> The Monroe Civic Center includes has arena seating with 4,561 seats. These seats are available for use but are not included in the capacity calculations.

### Abe Pierce Convention Center (8 rooms) (~12,712 sq. ft. usable space)

Shelter Type	Duration	Sq. Ft. Per Person	Maximum Capacity
Temporary Shelter	Less than 2 hours	6 sq. ft. (sitting)	2,118
Short Term Shelter	2 hours – 12 hours	10 sq. ft.	1,271
	(Not Overnight)		Fire Watch Required
Long Term Shelter	12 hours – 36 hours	20 sq. ft.	635
			Fire Watch Required
Extended Long-Term	More than 36 hours	30 sq. ft.	423
Shelter		Mem. No. 2013-04	Fire Watch Required

<sup>\*</sup>ALL CAPACITY LIMITS ARE SUBJECT TO LOUISIANA STATE FIRE MARSHAL GUIDELINES AND THE DETERMINATION OF THE CITY FIRE CHIEF. THESE LIMITS MAY BE REVISED UPWARD OR DOWNWARD BY APPROVAL OF THE APPROPRIATE ENTITY.

### Addendum No. 2

This addendum to the Memorandum of Understanding by and between TPCG and the City establishes additional contractual obligations of the parties with respect to the agreement:

### A. Minimum Limits of Insurance

TPCG shall procure and maintain, for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this agreement by the parties, and actions by its agents, representatives, employees, or drivers. TPCG shall maintain limits no less than:

- 1. General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- 2. Automobile Liability: \$500,000.00 combined single limit per accident, for bodily and property damage.
- 3. Worker's Compensation Insurance to the meet the applicable statutory requirements and Employers' Liability Insurance with limits of not less than \$1,000,000.00, which shall include:
  - a) Alternate Employer Endorsement
  - b) Voluntary Compensation Endorsement

### **B.** Other Insurance Provisions

TPCG must provide insurance policies that contain, or are endorsed to contain, the following provisions:

- 1. The City must be named as an "additional insured" with respect to all liability arising out of activities performed by or on behalf of TPCG, and vehicles owned, occupied or used by TPCG.
- 2. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to each receiving party.
- 3. The receiving party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 4. All policies of insurance shall, where applicable, favor all receiving parties with a waiver of subrogation.
- 5. Workers' Compensation and Employers Liability Coverage: The insuring parties

and the insurer shall agree to waive all rights of subrogation against each "additional insured" party, its officers, officials, employees and volunteers for losses arising from work performed by the insuring party for each "additional insured" party.

### 6. All Coverages

- a. Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as "additional insured."
- b. All policies shall provide primary coverage over any other coverage.
- c. Coverage should be endorsed to cover the proper "territory" of operations.

### C. Acceptability of Insurance

Insurance coverage shall be procured from and provided by an insurer authorized to do and doing business in the State of Louisiana with a Best's Credit Rating of no less than A.

### **D.** Verification of Coverage

The parties to this agreement shall furnish to each other party certificates of insurance effecting coverage required by this article. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates for each insurance policy are to be received and approved by the receiving party prior to use of the facilities under this agreement. Each party reserves the right to require complete, certified copies of all required policies, at any time.

### E. Rental Fees for City Facilities

The parties agree that the following costs are established for daily use of each City Facility under this agreement. The fees in this chart apply to the use of each facility and are not to be considered a single cost for the use of all facilities:

1. Monroe Civic Center: \$1,500.00 per day;

2. Jack W. Howard Theater: \$1,500.00 per day;

3. B.D. Robinson Conference Hall: \$750.00 per day; and

4. Abe Pierce Convention Center: \$1,350.00 per day.

### Addendum No. 3

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned. For purposes of this sections, TPCG may be referred to as "applicant" and the City may be referred to as "contractor"

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted

construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

### **CLEAN AIR ACT**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 *et seq*.
- (2) The Contractor agrees to report each violation to (*TPCG*) and understands and agrees that (*TPCG*) will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq*.
- (2) The Contractor agrees to report each violation to (*TPCG*) and understands and agrees that *TPCG* will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (*TPCG*). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (*TPCG*), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **BYRD ANTI-LOBBYING ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

### PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule:
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

### PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

(a) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the

meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

### (b) *Prohibitions*.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### (c) Exceptions.

- (1) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system; and
    - ii. Are *not used* as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

- (d) Reporting requirement.
  - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

### DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

### For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide GOHSEP, (*TPCG*), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

### DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

### COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

### PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

### CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- (a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.
- **(b)** Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **COPYRIGHT AND DATA RIGHTS**

The Contractor grants to *TPCG*, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to *TPCG* or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to TPCG data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the TPCG.



## **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Memorandum of Understanding Between TPCG and the Ouachita Parish Police Jury

## PROJECT SUMMARY (200 WORDS OR LESS)

mandatory evacuation of the Parish due to a category 3, 4, or 5 hurricane affecting Terrebonne Parish. The MOU also provides an agreement to pay the Ouachita Parish Police Jury for any personnel, including overtime, established detail rates or services provided as necessary for the care and comfort of Terrebonne Parish evacuees. Project is not budgeted due to that this The MOU allows the Parish President to enter into an agreement with the Ouachita Parish Police point" sheltering of Terrebonne Parish residents utilizing City of Monroe facilities during a agreement will only go into effect in the event of a mandatory evacuation of Terrebonne Parish Jury to provide personnel, equipment and other services necessary to facilitate the "point to due to a major hurricane.

# PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The MOU provides additional services to Terrebonne Parish residents utilizing the City of Monroe facilities during a mandatory evacuation of Terrebonne Parish.

ENDITURE	VE IS: (CIRCLE ONE)	ESTIMATED	DGETED: (CIRCLE ONE)	IF YES AMOUNT BUDGETED:
TOTAL EXPENDITURE	AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	ACTUAL	IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	(VO) YES IF Y
P4				N/A

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## **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

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ENDITURE	VE IS: (CIRCLE ONE)	ESTIMATED	DGETED: (CIRCLE ONE)	IF YES AMOUNT BUDGETED:
TOTAL EXPENDITURE	AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	ACTUAL	IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	(VO) YES IF Y
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### MEMORANDUM OF UNDERSTANDING BY AND BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND OUCHITA PARISH POLICE JURY

This agreement is entered into on the dates set forth herein by and between:

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, herein represented by Parish President Gordon E. Dove, or Michael C. Toups, his duly authorized Designee (TPCG"); and,

**OUACHITA PARISH POLICE JURY,** a political subdivision of the State of Louisiana, herein represented by its duly authorized Police Jury President, Shane Smiley, (OPPJ); and,

WHEREAS, La. R.S. 33:1324 provides any parish or political subdivision of the state may make agreements among themselves to engage, jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and;

**WHEREAS**, Terrebonne Parish Consolidated Government, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of Terrebonne Parish; and,

**WHEREAS**, TPCG has an MOU with the City of Monroe's Civic Center as an emergency shelter in the event of a mandatory evacuation of the Parish of Terrebonne; and,

**WHEREAS**, TPCG may need assistance from OPPJ to facilitate sheltering at the City of Monroe's Civic Center, and

**WHEREAS**, Terrebonne Parish Consolidated Government and the Ouachita Parish Police Jury find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and,

**NOW, THEREFORE, BE IT AGREED** by and between the aforementioned parties that:

### 1. OPPJ Responsibilities

Upon the declaration of a mandatory evacuation in Terrebonne Parish as a result of a Category 3, 4, or 5 hurricane in the Gulf of Mexico, the Ouachita Parish Police Jury may provide personnel, equipment and other services in Ouachita Parish necessary to facilitate sheltering of Terrebonne Parish residents at the Monroe Civic Center.

### 2. TPCG Responsibilities

Upon the emergency declaration and a determination of the Parish President, he or his designee will contact the Ouachita Parish Office of Homeland Security and Emergency Preparedness to provide an estimated time of arrival of Terrebonne Parish evacuees to the City of Monroe Civic Center complex.

### 3. Consideration and Payment

The Parish of Ouachita shall not assume responsibility for nor be held liable for the expenses involved in providing personnel, equipment and any other services utilized to facilitate the sheltering of Terrebonne Parish residents. TPCG shall pay for all expenses for any personnel, including overtime, established detail rates, or services provided as necessary for the care and comfort of evacuees from the following parish departments:

Animal Control Fire Department Green Oak Juvenile Detention Homeland Security & Emergency Preparedness Public Works The OPPJ shall submit detailed invoices to TPCG after the shelter has been closed. This invoice shall include all necessary documentation to support the amount being charged to TPCG (copy of payroll records, invoices, etc.).

TPCG shall make prompt payments in response to the detailed invoices once all necessary documentation has been received, reviewed, and agreed to.

### 4. Indemnification

To the fullest extent permitted by law, TPCG shall protect, defend, indemnify, save and hold harmless the OPPJ, including all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of TPCG, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OPPJ, all Parish Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of OPPJ, all Parish Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers and, however, this provision shall not waive any governmental immunity available to TPCG under Louisiana Law including the Louisiana Homeland Security and Emergency Assistance and Disaster Act and without waiving any defenses of the parties hereto.

### 5. Termination

This Agreement shall be terminated under any or all of the following conditions:

- A. By written mutual agreement and consent of the parties hereto.
- B. By TPCG or OPPJ as a consequence of the failure of either party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of either party by ninety (90) days written notice by TPCG or OPPJ.
- C. Either entity (TPCG or OPPJ) may terminate this agreement with stated cause with ninety (90) days written notice.
- D. In the event of default by either entity (TPCG or OPPJ), the other party shall have all rights and remedies afforded to it at lay or in equity to recover damages and interpret, or enforce, the terms of the MOU. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity

### 6. Insurance

TPCG shall provide a minimum of \$1,000,000.00 certificate of general liability insurance naming the Ouachita Parish Police Jury as an "additional insured".

### 7. Terms

This agreement shall remain in effect from the date of execution until <u>December 31, 2024</u> subject to written amendment upon mutual consent.

### 8. Compliance with Laws

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state, and local laws and ordinances in carrying out the provisions of this Agreement.

### 9. Choice of Law

This Agreement shall be governed by Louisiana law and any action to enforce the provisions of this Agreement shall be brought in the Fourth Judicial District Court, Ouachita Parish, Louisiana.

### 10. Legal Construction

In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, stich invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid. Illegal, or unenforceable provision bad never been contained in this Agreement.

### 11. Amendment

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

### 12. No Waiver

The failure of TPCG or OPPJ to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of any or all of the terms or conditions of this Agreement.

### 13. Attachments

The following attachments are hereby made part of this Agreement

• Attachment A - Federal Contract Clauses

### 14. Signatures of the Parties

	e parties hereto have signed this Memorandum of of, 2023 in the presence of the the whole.
WITNESSES:	TERREBONNE PARISH CONSOLIDATED GOVERNMENT
	BY: Gordon E. Dove, Parish President
	OUACHITA PARISH POLICE JURY
	BY: Shane Smiley, President

### **ATTACHMENT A: FEDERAL CONTRACT CLAUSES**

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned. For purposes of this sections, TPCG may be referred to as "applicant" and OPPJ may be referred to as "contractor"

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each

subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

### **CLEAN AIR ACT**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 *et seq.*
- (2) The Contractor agrees to report each violation to (*TPCG*) and understands and agrees that (*TPCG*) will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to (*TPCG*) and understands and agrees that (*TPCG* will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (*TPCG*). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (*TPCG*), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **BYRD ANTI-LOBBYING ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

### PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

### PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

### (b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### (c) Exceptions.

- (1) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are *not used* as a substantial or essential component of any system; *and*
    - ii. Are *not used* as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

### (d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

### DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

### For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide GOHSEP, (*TPCG*), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

### DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

### COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

### PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

### CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- (a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.
- **(b)** Affirmative steps must include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - **(4)** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### COPYRIGHT AND DATA RIGHTS

The Contractor grants to *TPCG*, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to *TPCG* or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to TPCG data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the TPCG.



## **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Memorandum of Understanding Between TPCG and the Ouachita Parish Sheriff's Office

## PROJECT SUMMARY (200 WORDS OR LESS)

Terrebonne Parish. The MOU also provides an agreement to pay the Ouachita Parish Sheriff's Office for any personnel, including overtime, established detail rates or services provided as necessary for the care and comfort of Terrebonne Parish evacuees. Project is not budgeted due to that this agreement will only go into effect in the event of a mandatory evacuation of Terrebonne Parish due to a major hurricane. Sheriff's Office to provide personnel, equipment and other services necessary to facilitate the "point to point" sheltering of Terrebonne Parish residents utilizing City of Monroe facilities The MOU allows the Parish President to enter into an agreement with the Ouachita Parish

# PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The MOU provides additional public safety services to Terrebonne Parish residents utilizing the City of Monroe facilities during a mandatory evacuation of Terrebonne Parish.

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OFFERED BY: SECONDED BY: RESOLUTION NO.
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MEMORANDUM OF UNDERSTANDING BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND THE OUACHITA PARISH SHERIFF'S ⋖ EXECUTE OFFICE

of 33:1324 provides any parish or political subdivision of the state may agreements among themselves to engage jointly in the construction or improvement of any one public project or the promotion and maintenance of any undertaking provided that at least the participants to the agreement is authorized by law to complete the undertaking; and WHEREAS, La. R.S.

and WHEREAS, Terrebonne Parish Consolidated Government, through its Parish President, measures necessary to protect the lives and property of the citizens of Terrebonne Parish; and Gordon E. Dove, during an emergency event in the parish, is empowered to take steps

of the arrangement to provide assistance for public safety services such as person, equipment and other services necessary to facilitate the sheltering of Terrebonne Parish residents in Quachita Parish, WHEREAS, TPCG and the Ouachita Parish Sheriff's Office wish to memorialize specifically in the City of Monroe in the event of the mandatory evacuation of the citizens Parish of Terrebonne, and

and the Ouachita Parish ಡ serve Sheriff's Office find that entering into this Memorandum of Understanding will Terrebonne Parish Consolidated Government safety purpose and have a public benefit; and WHEREAS,

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council on behalf authorized to execute a Memorandum of Understanding between the Terrebonne Parish Consolidated Government and the Ouachita Parish Sheriff's Office containing substantially the same terms as those set out in the attached agreement, and to provide for all related matters. Gordon of Terrebonne Parish Consolidated Government that the Parish President, hereby

UPON VOTE TAKEN, THERE WAS RECORDED:
YEAS:
NAYS:
NOT VOTING:

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this day of, 2023.	, CHAIRMAN	I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the on the day of, 2023 subsequently ratified by the assembled Council in Regular Session on the day of, 2023, at which meeting a quorum was present.
NO		I, T is a Reg

ABSENT:

TAMMY TRIGGS, COUNCIL CLERK

### MEMORANDUM OF UNDERSTANDING BY AND BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND OUACHITA PARISH SHERIFF'S OFFICE

This agreement is entered into on the dates set forth herein by and between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, herein represented by Parish President, Gordon E. Dove, or Michael C. Toups, his duly authorized designee (TPCG); and,

OUCHITA PARISH SHERIFF'S OFFICE, a political subdivision of the State of Louisiana, herein represented by its duly authorized Ouachita Parish Sheriff Jay Russell, (OPSO); and,

WHEREAS, La. R.S. 33:1324 provides any parish or political subdivision of the state may make agreements among themselves to engage, jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and;

WHEREAS, Terrebonne Parish Consolidated Government, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of Terrebonne Parish; and,

WHEREAS, TPCG has an MOU with the City of Monroe's Civic Center as an emergency shelter in the event of a mandatory evacuation of the Parish of Terrebonne; and,

WHEREAS, TPCG may need assistance from OPSO to facilitate sheltering at the City of Monroe's Civic Center, and,

WHEREAS, Terrebonne Parish Consolidated Government and the Ouachita Parish Sheriff's Office find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and,

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

### 1. OPSO Responsibilities

Upon the declaration of a mandatory evacuation in Terrebonne Parish as a result of a Category 3, 4, or 5 hurricane in the Gulf of Mexico, the Ouachita Parish Sheriff's Office may provide personnel, equipment and other services necessary to facilitate sheltering of Terrebonne Parish residents.

### 2. TPCG Responsibilities

Upon the emergency declaration and a determination of the Parish President, he or his designee will contact the Ouachita Parish Office of Homeland Security and Emergency Preparedness to provide an estimated time of arrival of Terrebonne Parish evacuees to the City of Monroe Civic Center complex.

### 3. Consideration and Payment

The Ouachita Parish Sheriff's Office shall not assume responsibility for nor be held liable for the expenses involved in providing personnel, equipment and any other services utilized to facilitate the sheltering of Terrebonne Parish residents. TPCG shall pay for all expenses for any personnel, including overtime, established detail rates, or services provided as necessary for the care and comfort of evacuees from the Ouachita Parish Sheriff's Office.

The OPSO shall submit detailed invoices to TPCG after the shelter has been closed. This invoice shall include all necessary documentation to support the amount being charged to TPCG (copy of payroll records, invoices, etc.).

TPCG shall make prompt payments in response to the detailed invoices once all necessary documentation has been received, reviewed, and agreed to.

### 4. Indemnification

To the fullest extent permitted by law, TPCG shall protect, defend, indemnify, save and hold harmless the OPSO, including all its Departments, its elected and appointed officials,

Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of TPCG, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OPSO, all its Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of OPSO, all its Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers and, however, this provision shall not waive any governmental immunity available to TPCG under Louisiana Law including the Louisiana Homeland Security and Emergency Assistance and Disaster Act and without waiving any defenses of the parties hereto.

### 5. Termination

This Agreement shall be terminated under any or all of the following conditions:

- A. By written mutual agreement and consent of the parties hereto.
- B. By TPCG or OPSO as a consequence of the failure of either party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of either party by ninety (90) days written notice by TPCG or OPSO.
- C. Either entity (TPCG or OPSO) may terminate this agreement with stated cause with ninety (90) days written notice.
- D. In the event of default by either entity (TPCG or OPSO), the other part shall have all rights and remedies afforded to it at lay or in equity to recover damages and interpret, or enforce, the terms of the MOU. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

### 6. Insurance

TPCG shall provide a minimum of \$1,000,000.00 certificate of general liability insurance naming the Ouachita Parish Sheriff's Office as an "additional insured".

### 7. Terms

This agreement shall remain in effect from the date of execution until <u>December 31, 2024</u> subject to written amendment upon mutual consent.

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state, and local laws and ordinances in carrying out the provisions of this Agreement.

### 9. Choice of Law

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and brought in the Fourth Judicial District Court, Ouachita Parish, Louisiana.

### 10. Legal Construction

In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, stich invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid. Illegal, or unenforceable provision bad never been contained in this Agreement.

### 11. Amendment

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

### 12. No Waiver

The failure of TPCG or OPSO to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of any or all of the terms or conditions of this Agreement.

### 13. Attachments

The following attachments are hereby made part of this Agreement

• Attachment A - Federal Contract Clauses

### 14. Signatures of the Parties

	rties hereto have signed this Memorandum of, 2023 in the presence of the whole.
WITNESSES:	TERREBONNE PARISH CONSOLIDATED GOVERNMENT
	BY:Gordon E. Dove, Parish President
Alm John Hall With	OUACHITA PARISH SHERIFF'S OFFICE  BY:   Jay Russell, Sheriff

### ATTACHMENT A: FEDERAL CONTRACT CLAUSES

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned. For purposes of this sections, TPCG may be referred to as "applicant" and OPPJ may be referred to as "contractor"

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each

### **Ouachita Parish Sheriff's Office and Terrebonne Parish Consolidated Government**

subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of

the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

### CLEAN AIR ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.
- (2) The Contractor agrees to report each violation to (*TPCG*) and understands and agrees that (*TPCG*) will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to (*TPCG*) and understands and agrees that (*TPCG* will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (*TPCG*). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (*TPCG*), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

### PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

### PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

### (b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### (c) Exceptions.

- (1) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system; and
    - ii. Are *not used* as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

### (d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

### DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

### For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide GOHSEP, (*TPCG*), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

### DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

### COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

### PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

### CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- (a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.
- **(b)** Affirmative steps must include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- Ouachita Parish Sheriff's Office and Terrebonne Parish Consolidated Government
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### COPYRIGHT AND DATA RIGHTS

The Contractor grants to *TPCG*, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to *TPCG* or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to TPCG data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the TPCG.



Monday, August 21, 2023

### **Item Title:**

2024 Off System Bridge Program

### **Item Summary:**

**RESOLUTION:** Ensuring full compliance with the Off-System Bridge Program as required by National Bridge Inspection Standards.

### **ATTACHMENTS:**

Description	Upload Date	Type
Executive Summary	8/15/2023	Executive Summary
Resolution	8/15/2023	Resolution
Backup	8/15/2023	Backup Material



### **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Annual Off-System Bridge Program Compliance Agreement

### PROJECT SUMMARY (200 WORDS OR LESS)

Resolution agreeing to all terms of compliance of the Off-System Bridge Program

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This resolution must be passed each year prior to the next fiscal year ensuring full compliance with the Off-System Bridge Program as required by National Bridge Inspection Standards.

		TO	OTAL EXPENDITURE	
			N/A	
		ACTUAL	ESTIMAT	<u>ED</u>
<u>N/A</u>	NO	YES	IF YES AMOUNT BUDGETED:	

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PARISHWIDE	1	2	3	4	5	6	7	8	9

David V. Rome, Jr., Director of Public Works

Signature

Date

### RESOLUTION NO.

**WHEREAS**, the Code of Federal Regulations, as enacted by the United States Congress, mandates that all structures defined as bridges located on all public roads shall be inspected, rated for safe load capacity, and posted in accordance with the National Bridge Inspection Standards and that an inventory of these bridges be maintained by each state, and

**WHEREAS**, the responsibility to inspect, rate and load post those bridges under the authority of Terrebonne Parish, in accordance with those standards, is delegated by the Louisiana Department of Transportation and Development.

**NOW, THEREFORE BE IT RESOLVED** by the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, that for the period January 1, 2024 through December 31, 2024:

- 1. The Terrebonne Parish Consolidated Government will perform all interim inspections on all Parish-owned or maintained bridges in accordance with the National Bridge Inspection Standards.
- 2. All bridges owned or maintained by the Terrebonne Parish Consolidated Government will be structurally analyzed and rated by the Parish as to the safe load capacity in accordance with the AASHTO manual for maintenance inspection of bridges. The load posting information that has been determined by the Louisiana Department of Transportation and Development for all bridges where the maximum legal load under Louisiana State Law exceeds the load permitted under the operating rating as determined above will be critically reviewed by the Parish. Load posting information will be updated by the Parish to reflect all structural changes, any obsolete structural ratings or any missing instructural ratings.
- 3. All Terrebonne Parish Government-owned or maintained bridges which require load posting or closing shall be load posted or closed in accordance with the table in the DOTD Engineering Directives and Standards Manual Directive No. 1.1.1.8. All bridges shall be critically reviewed by the Terrebonne Parish Consolidated Government prior to load posting.
- 4. All bridges owned or maintained by the Terrebonne Parish Consolidated Government are shown on the attached list in the format specified by the Department of Transportation and Development.

**BE IT FURTHER RESOLVED**, that the Terrebonne Parish Consolidated Government is cognizant that these stipulations are prerequisites for participation by the Terrebonne Parish Consolidated Government in the Off-System Bridge Replacement Program.

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Polk St. Bridge @ Hwy. 311	Buquet St. Bridge	Donner Canali Bridge	Mayfield Bridge #1	King sibayou Bridge	Thompson Rd. Ext. Bridge	Bayou Gardens Blyd Ext-Bridge 🐇 🐇	North Eagle Dr. Culvert	Carroll Matherne Bridge:#2	Carroll Matherne Bridge #1	Bayouside Dr. Bridge	Aragon Rd. Culvert	North Hollywood Rd Culvert	Gibson East Bridge	Prospect-Ave: Grossing Bridge	Bayou Gardens Blvd. Culvert	Polk St. Bridge@TunnelBlVd	Kenny St. Bridge	Savanne:Rd:Bridge:@:Hanson:Ganal:	Savanne Rd. Bridge@ Bayou Black	Blanchard Bridge	Greenwood Bridge	Jarvis Bridge 🔭	Roussell St. Bridge	Combon Bridge	Morgan St. Bridge	Givic Center Bivd Bridge	Church St. Bridge	Funderburk/Bridge	South Hollywood Rd. Ext. Bridge	Hanson Ganal Bridge	Bridge Name
025500	020555	020554	020548	920546	020544	020543	020515	020487	020486	· · · · · · · · · · · · · · · · · · ·	020338	020336	020317	020265	020260	020169	020166	020165	020164	020163	020162	0201164	020158	020127	020125	* EGI07020	020121	020120	000159	000033	Recall
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2020	2015	2015	2018	2017	2016	2016	1980	2012	2012	2010	1972	1965	1996	1995	1995	1965	1976	1967	2001	1976	1972	1968	1979	1990	2003	1989	1979	<b>.</b> 1965	2018	2021	Year Bullt

Mayfield Bridge #2	Paul Vice Bricge	St Eloi Bridge	Masmande can all Bridge	Dream Come True Bridge	Smithrid e Brid e #2	Texas Gulf Rd. Bridge	Dialinary Concil Brild (c) Shrihmper's Revo	Cedar Grove Bridge	Rrevestic aclibitige	Country Estates Bridge	Security Blyd, Bridge	Woodlawn Ranch Rd. Bridge #2	Woodlown Roadh Ril Bridgo #2	Mandalay Bridge	North Hollywood Rd, Bridge	Terr/Laf Drainage Canal Bridge @ Bull Run Rd.	St. Gharles St. Galvari	St Louis Canal Rd. Bridge #1	ાં કાષ્ટ્રિયાઇ ઉપાતા પ્રિયેત દેવાલી 🖰 🛱 💮	St Louis Canal Rd. Bridge #3	Souidn Hollywood Rd, Enlerc	Ringo Cocke Canal @ N. Bayou Black Dr.	Reservation Britigo	Bayou Gardens Dr. Bridge	Ringo Godko Canal (@ Bull Run Ref.	Hollywood Drainage Canal Bridge	neny/IbidDielinggo Chaol Enddyo (e) NJ Beyon Eleat Dr.	Deadwood Rd. Bridge	Glason Gardon St. Gulyart (North St.)	South St. Bridge	Waterplant Rd. Bridge	Lawless Gibson Bridge
200815	200811	200810	22000309	200808		200805	200033	200802	<u></u>	200796	2,0007/35S	200793	~ TS/2000	200791	200739	200788	<u>2007/31</u>	200780	22007779	200778	200777	200776	<u>2</u> 000773	200771	2/0/007/7/0	200769	2007/67	200766	200765	200764	030001	025502
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Bayou Platt	Bayou Dularge	Bayou Dularge		Bayou Lacache	Draimage/Canal	Drainage Canal	<u>Dreinegeleanal</u>	Bayou Grand Caillou	Prevose canals	Bayou St Louis	Little Bayou Black	Bayou Grand Caillou	BayoulChaukin	Bayou Black	St Louis Canali 💮 💮	Terr/Laf Drainage Canal	Limie BayouiBlack	St Louis Canal	St Louis Ganal	St Louis Canal	Liuis Bayou Black	Ringo Cocke Canal	് ചെയ്യാരിലുന്നു.	Drainage Canal	Rlingo Codle Camal 🔻 🐴	Hollywood Drainage Canal	Ten/Laif Diainage (anal) 📉 🖫	Drainage Canal	Bayewi Chacahoula 🕞 👢	Bayou Chacahoula	Bayou St Louis	Bayou Black
1978	1966	2013	1960	1967	1974	2009	16661	1960	** <u>1963</u>	1967	1979	1980	1981	1969	98617	1968	2003	1976	1976	1976	3665	1974	1963	1969	08011	2007		1966	1992	1960	1986	2020

Total Bridges:	West Side Blvd. Bridge	Bushnell Rd. Bridge	Toussaint Foret Bridge	Duplantis Bridge	Chauvin Bridge	Bobtown Bridge	Brady Bridge	Theriot Voisin Bridge	Dulac Pontoon Bridge	St Ann Bridge	Buquet Bridge	Waterproof Bridge	Klondyke Bridge	Smithridge Bridge	Ninth St. Bridge	Williams Ave. Bridge	Savanne Rd. Bridge @ Ouiski Bayou	Savanne Rd. Bridge @ Bayou Cane	Moffet Rd. Bridge
83	203920	200889	200871	200870	200869	200868	200865	200864	200857	200856	200855	200854	200853	200852	200851	200849	200847	200846	200840
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The second secon	Bayou Terrebonne	Bayou Chauvin	Bayou Petit Caillou	Bayou Petit Caillou	Bayou Petit Caillou	Bayou Grand Caillou	Bayou Dularge	Bayou Dularge	Houma Navigational Canal	Bayou Terrebonne	Bayou Grand Caillou	Bayou Black	Bayou Terrebonne	Bayou Petit Caillou	St Louis Canal	Drainage Canal	Ouiski Bayou	Bayou Cane	Bayou Chauvin
	1974	1986	1965	1973	1958	1960	1960	1964	1958	2013	1976	2009	1982	1968	1965	2004	1972	1972	1979



Monday, August 21, 2023

### **Item Title:**

2024 Road Priority List

### **Item Summary:**

**RESOLUTION:** Approving the Road Maintenance Priority List for 2024 as prepared by Parish Administration.

### **ATTACHMENTS:**

Description	Upload Date	Type
Executive Summary	8/15/2023	Executive Summary
Resolution	8/15/2023	Resolution
Backup	8/15/2023	Backup Material



### **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

2024 Road Maintenance Priority List

### PROJECT SUMMARY (200 WORDS OR LESS)

Each year a Road Maintenance Priority List is adopted by the parish Government as a requirement to receive allocations from the State Transportation Trust Fund.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Each year a Road Maintenance Priority List is adopted by the parish Government as a requirement to receive allocations from the State Transportation Trust Fund.

			TOTAL		NDITURI	E	
		. 6	,	None			
			esia Territorio				
		ACTUAL		•		ESTIMATE	D
<u>N/A</u>	NO	YES			AMOUNT JDGETED:		

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)											
PARISHWIDE	1	2	3	4.	5	6	7	8	9		

David V. Rome, Jr., Director of Public Works

August 15 , 2023 Date

Signature

OFFERED BY:	
SECONDED BY:	

### **RESOLUTION**

**WHEREAS**, each year, a Road Maintenance Priority List is adopted by the Parish Government as a requirement to receive allocations from the State Transportation Trust Fund, and

WHEREAS, this list includes roadways and bridges that have been identified for major repairs, the District in which the repairs are located, a priority rating and other pertinent information, and

**WHEREAS**, the Parish Administration has devised a 2024 Maintenance Priority List review and acceptance by the Council.

**NOW, THEREFORE BE IT RESOLVED** by the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, that the attached 2023 Road Maintenance Priority List prepared by the Parish Administration be accepted and approved as submitted.

DIST	7 Bu	9 Earhart Drive (part)	9 Julius Street	9 Island Road	5 Historic Lane	4 Ann Street	4 Audubon Drive	4 Berwood Drive	2 Red Street	4 Gladys Street	4 Project Road	9 Donovan Road	4 Brier Street	7 Texas Avenue	4 St. George Road	9 Mill Site Road	7 General Grant Street	7 South Street	7 Fern Street	7 Hollygrove Avenue	5 Williams Avenue	8 Prospect Blvd.
ASSET NAME	Buquet Bridge East Woodlawn Ranch #1 (Saia)				e (was Chauvin Lane)		ive	ive		t (part)	1	ad		ie	oad	d	nt Street (part)		•	venue	enue	d.
COND.	10	10 .	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
LENGTH	416 38	234	464	23080	775	792	895	1022	1090	1124	1148	1175	380	2002	7185	920	1058	1619	2108	3244	4553	5873
WIDTH	32 24	20	18	18	10	18	22	20	17	20	20	20	81	25	18	18	25	25	08	18	20/38	.05
TYPE	B B	Α	Α	Α	Α	Α	Α	А	Α	Α	Α	Α	Α	Α	Α	Α	С	С	С	Ċ	С	0
LOCATION	Over Bayou Grand Caillou at Falgout Canal Road  Between Grand Caillou and Kynes Rd	west off Prospect St under bridge	north off Grace St.	west off Hwy 665 in Point au Chene	at 8030 Park Ave North to St. Philip St	between Ell St and Project Rd	north off East-Thib By-Pass to Nicholls St	West off Hwy 316 to Adeline Dr	at 3094 West Main Street (Hwy 24) in Gray	north off Coteau Road near Hwy 182	north off Julia Rd / 3185 to Ann St & ditch	north off Susan St to Earhart Dr	Hwy 20 to Patrick Dr	Waco Ave to Cougar Dr	Back Project Road to Hwy 24	Hwy 58 to dead end	between Holly Grove Ave & Barrios Ave	between Rosewood Dr & Beauregard St		between Hwy 90 / Bayou Black & Beauregard St	at 7940 Park Ave north to North Hollywood Rd	between Gr.Caillou Rd.(Hwy 57) & (Hwy 24) @ Byu Terr.



Monday, August 21, 2023

### **Item Title:**

Phase 1 PVC Gas Line Improvements - Presque Isle Area

### **Item Summary:**

**RESOLUTION:** Ratifying the appointment of David A. Waitz Engineering and Surveying, Inc. to provide professional engineering services relative to the replacement of existing PVC Gas Lines, project known as Phase 1 PVC Gas Line Improvements – Presque Isle, Project Number 23-GAS-35.

### **ATTACHMENTS:**

Description	Upload Date	Type
Phase 1 PVC Gas Line Improvements - Presque Isle Area	8/8/2023	Executive Summary
Phase 1 PVC Gas Line Improvements - Presque Isle Area	8/8/2023	Resolution
Phase 1 PVC Gas Line Improvements - Presque Isle Area	8/8/2023	Backup Material
Phase 1 PVC Gas Line Improvements - Presque Isle Area	8/8/2023	Backup Material
Phase 1 PVC Gas Line Improvements - Presque Isle Area	8/8/2023	Backup Material



## **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Phase 1 PVC Gas Line Improvements - Presque Isle Area Project Number 23-GAS-35

## PROJECT SUMMARY (200 WORDS OR LESS)

A resolution appointing David A. Waitz Engineering & Surveying, Inc. to provide professional engineering services for the Phase 1 PVC Gas Line Improvements, Presque Isle Area.

# PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The project will upgrade and replace approximately 29,000 linear feet of gas lines with P.E gas lines. This upgrade will improve the flow and increase the operating pressure of the existing gas distribution system.

TOTAL EXPENDITURE	\$170,135.12	303-806-8917-64	AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	(ESTIMATED)	IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	IF YES AMOUNT BUDGETED:
TOTAL EX	\$17	303-80	AMOUNT SHOWN AI	ACTUAL	IS PROJECTALREADY H	N/A (NO) YES I

	∞	
IPACTED (CIRCLE ONE)	7	8/2
ED (CII	9	8
<b>IPACI</b>	5	
	4	
SIKIC	3	
COUNCIL DISTRICT(S) IM	2	C
	1	<b>*</b>
	PARISHWIDE	Mr.

Signature

Date

OFFERED BY: SECONDED BY:

### **RESOLUTION NO.**

A resolution ratifying the appointment of David A. Waitz Engineering and Surveying, Inc. to provide professional engineering services relative to the replacement of existing PVC Gas Lines, project known as Phase 1 PVC Gas Line Improvements – Presque Isle, Project Number 23-GAS-35.

**WHEREAS,** David A. Waitz Engineering and Surveying, Inc. will provide professional engineering services relative to the replacement of existing PVC gas lines, and

**NOW THEREFORE BE IT RESOLVED**, by the Terrebonne Parish Council, on behalf of Terrebonne Parish Consolidated Government, that the appointment of David A. Waitz Engineering and Surveying, Inc. to provide professional engineering and land surveying services, be and is hereby approved, and

**BE IT FURTHER RESOLVED,** that the Parish President and all other appropriate parties be, and they are hereby, authorized to execute any and all contract documents associated therewith.

THERE WAS RECORDED:		
YEAS:		
NAYS:		
NOT VOTING:		
ABSENT:		
The Chairman declared the resolution adopted this	day of	2023.
* * * * * * * * * *	* *	
I, TAMMY E. TRIGGS, Clerk of Terrebonne Pa foregoing is a true and correct copy of a resolution adopted in Regular Session on	d and ratified by the	Assembled Council
GIVEN UNDER MY OFFICIAL SIGNATURE 2023.	RE AND SEAL (	OF OFFICE THIS
TA		COUNCIL CLERK PARISH COUNCIL

### DAVID A. WAITZ ENGINEERING AND SURVEYING Civil Engineers & Professional Land Surveyors

Jacob A. Waitz, P.E., L.S.I.

David A. Waitz, P.E., P.L.S.

James M. Templeton, P.L.S.

May 22, 2023

VIA: E-Mail: ebrown@tpcq.org

Terrebonne Parish Consolidated Government P.O. Box 2768 Houma, LA 70361

Attention: Mr. Ernest Brown, Jr., Utilities Director

RE:

TRANSMITTAL OF REVISED PROBABLE COSTS - PHASE 1 PVC GAS LINE IMPROVEMENTS -PRESQUE ISLE, PROJECT NO. 23-GAS-35 - TERREBONNE PARISH CONSOLIDATED GOVERNMENT - ENGINEER'S PROJECT NO. 2023-046

Dear Ernest,

The purpose of this communication is to provide you with revised costs for the Phase 1 PVC gas line improvements, Presque Isle. The scope is to replace approximately 11,000 linear feet of 2" gas line and 18,000 linear feet of 4" gas line with P.E. gas line. Following are the details for the project:

Estimated Project Cost.....\$ 1,320,730.58

This phase is to be constructed through the public bid process. We have attached to this letter a Summary of Estimated Quantities for Construction along with the Probable Cost including Basic Engineering and Additional Services for the project.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

DAVID A. WAITZ

ENGINEERING AND SURVEYING, INC.

JAW/dth

Attachments: Summary of Estimated Quantities

Probable Cost

Cc: Mr. Mike C. Toups, Parish Administrator - (mctoups@tpcg.org)

File (with attachments)

### SUMMARY OF ESTIMATED QUANTITIES AND PROBABLE COST

### PHASE 1 PVC GAS LINE IMPROVEMENTS, PRESQUE ISLE

### PROJECT NO. 23-GAS-35

5/22/2023

A. ESTIMATED CONSTRUCTION COST	\$1,150,595.46	
B. BASIC COST		
PRELIMINARY DESIGN FINAL DESIGN	\$14,795.27 \$44,385.80	
BIDDING	\$4,931.76	
CONSTRUCTION ADMINISTRATION	\$34,522.29	
	Ţ : ., : <b>= = : = :</b>	
TOTAL BASIC COST	\$98,635.12	
MEASURE EVICTIVE COMPUTIONS	440.000.00	
MEASURE EXISTING CONDITIONS	\$40,000.00	
RIGHT-OF-WAY	\$5,000.00	
PROJECT REPRESENTATIVE	\$20,000.00	
PERMITS	\$5,000.00	
REIMBURSABLE EXPENSES	\$1,500.00	
TOTAL ADDITIONAL OFFICE	<b>474</b> 500 00	
TOTAL ADDITIONAL SERVICES	\$71,500.00	
TOTAL BASIC ENGINEERING SERVICES &		
ADDITIONAL SERVICES	\$170,135.12	
ADDITIONAL CERVICES	ψ170,133.12	

# SUMMARY OF ESTIMATED QUANTITIES AND PROBABLE COST PHASE 1 PVC GAS LINE IMPROVEMENTS, PRESQUE ISLE PROJECT NO. 23-GAS-35 5/22/2023

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL
1(A)	2" SDR 11 PE GASLINE	LINEAR FEET	11,000	\$12.00	\$132,000.00
1(B)	4" SDR 11 PE GASLINE	LINEAR FEET	18,000	\$18.00	\$324,000.00
	2" PE VALVE/BOX			\$483.52	\$7,252.80
2(A)		EACH	15	·	
2(B)	4" PE VALVE/BOX	EACH	15	\$807.35	\$12,110.25
3(A)	2" TIE-IN TO EXISTING PE GAS MAIN	EACH	6	\$1,500.00	\$9,000.00
	2" TIE-IN TO EXISTING PVC				
3(B)	GAS MAIN	EACH		\$3,105.19	\$0.00
3(C)	4" TIE-IN TO EXISTING PE GAS MAIN	EACH	8	\$634.35	\$5,074.80
3(D)	4" TIE-IN TO EXISTING CAST IRON GAS MAIN	EACH	8	\$2,000.00	\$16,000.00
4	ABANDON EXISTING GAS VALVES	EACH	20	\$288.34	\$5,766.80
5	1" GAS SERVICE PIPE	LINEAR FEET	11.500	\$10.00	\$115,000.00
6	1" SERVICE RISER	EACH	212	\$500.00	\$106,000.00
7	BORE 1" GAS SERVICE	LINEAR FEET		\$0.00	
	LINE		11,500	·	\$0.00
8(A)	TUNNELING 2" GASLINE	LINEAR FEET	200	\$0.00	\$0.00
8(B)	TUNNELING 4" GASLINE	LINEAR FEET	400	\$0.00	\$0.00
8(C)	TUNNELING 1" GAS SERVICE LINE	LINEAR FEET	400	\$0.00	\$0.00
9(A)	BORE 2" GASLINE	LINEAR FEET	11,030	\$0.00	\$0.00
9(B)	BORE 4" GASLINE	LINEAR FEET	18,000	\$0.00	\$0.00
10(A)	CUT & PLUG EXISTING	EACH	,	\$221.80	\$0.00
10(B)	2" CI GASLINE CUT & PLUG EXISTING	EACH	4	\$0.00	\$0.00
10(C)	2" PE GASLINE CUT & PLUG EXISTING	EACH	4	\$182.98	\$731.92
, ,	4" CAST IRON GASLINE			,	•
11	SURFACE LIMESTONE HAULED & SPREAD	CUBIC YARD	200	\$75.41	\$15,082.00
12	CONCRETE SAW CUT	LINEAR FEET	1,000	\$9.76	\$9,760.00
13(A)	REMOVE & REPLACE ASPHALT STREET	SQUARE YARD	200	\$106.46	\$21,292.00
13(B)	REMOVE & REPLACE CONCRETE STREET	SQUARE YARD	300	\$106.46	\$31,938.00
13(C)	REMOVE & REPLACE CONCRETE DRIVEWAY (6" THICK)	SQUARE YARD	300	\$106.46	\$31,938.00
13(D)	REMOVE & REPLACE CONCRETE SIDEWALK (4" THICK)	SQUARE YARD	100	\$75.41	\$7,541.00
14	GRANULAR BACKFILL	CUBIC YARD	400	\$57.67	\$23,068.00
15	HANDICAP RAMP	EACH	10	\$942.65	\$9,426.50
10	SANITARY SEWER LINE	LAGIT	10	ψ5+2.00	ψ3,420.00
16	CLEANING	LINEAR FEET		\$1.24	\$0.00
	CLOSED CIRCUIT TELEVISION INSPECTION			44.00	* 40 000 00
17	OF SANITARY SEWER LINE INSPECTION OF SEWER	LINEAR FEET	38,000	\$1.29	\$49,020.00
18	SERVICE LATERALS RESET-UP FOR CLOSED	EACH	300	\$195.18	\$58,554.00
	CIRCUIT TELEVISIION				
	INSPECTION DUE TO	E 4 O.L.		****	00 100
19	BLOCKED SEWER LINE	EACH	10	\$243.98	\$2,439.80
20	BAYOU CROSSING	EACH	2	\$25,000.00	\$50,000.00
	REMOVE AERIAL			Ac	Ac · ·
21	CROSSING 10% CONTINGENCY	LUMP SUM PERCENT	10.0%	\$3,000.00 \$1.045.995.87	\$3,000.00 \$104,599.59
			10.070	ψ1,010,000.01	Ψ ι υ τ, υυυ. υ υ

ESTIMATED CONSTRUCTION COST: \$1,150,595.46



Monday, August 21, 2023

### **Item Title:**

Industrial SWFC authorizing PP to sign all docs

### **Item Summary:**

**RESOLUTION:** Authorizing the Parish President to execute any and all documents pertaining to the Statewide Flood Control Program for the Industrial Blvd. Pump Station Replacement Project; Parish Project No. 22-DRA-50; State Project Number H.015191; Terrebonne Parish, Louisiana.

### **ATTACHMENTS:**

Description	<b>Upload Date</b>	Туре
Executive Summary	8/15/2023	Executive Summary
Resolution	8/15/2023	Resolution
Backup	8/15/2023	Backup Material



### **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

22-DRA-50; SPN H.015191 Industrial Blvd. Pump Station Replacement

### PROJECT SUMMARY (200 WORDS OR LESS)

To reconstruct an existing pump station.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The purpose of this resolution is to provide authorization to the Parish President to execute any and all documents pertaining to the Industrial Blvd. Pump Station Replacement Project.

TOTAL EXPENDITURE							
N/A							
	AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)						
		ACTUAL		ESTIMATED			
	I	S PROJECTA	LREADY BUDGETED: (C	CIRCLE ONE)			
<u>N/A</u>	NO	YES	IF YES AMOUNT BUDGETED:	N/A			

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	<u>1</u>	2	3	4	5	6	<u>7</u>	<u>8</u>	9
Jeanne P. Bray 08/10/2023									
Si	gnature			_		Da	te		

OFFERED BY: SECONDED BY:

### RESOLUTION

A resolution authorizing the Parish President to execute any and all documents pertaining to the Statewide Flood Control Program for the Industrial Blvd. Pump Station Replacement Project; Parish Project No. 22-DRA-50; State Project Number H.015191; Terrebonne Parish, Louisiana.

**WHEREAS**, the Terrebonne Parish Consolidated Government (TPCG) is desirous to proceed with the design and construction of the Industrial Blvd. Pump Station Replacement Project, Parish Project No. 22-DRA-50, and

**WHEREAS**, the TPCG has applied for state matching funds pursuant to Chapter 2-A of Title 38 of the Louisiana Revised Statues of 1950, as amended, to implement a project to reduce said flood damages, and that TPCG is fully aware of its obligations under said Statute, and

**WHEREAS**, TPCG is a political body duly organized and existing under the laws of the State of Louisiana and is eligible to apply for funds under the Statute, and

**WHEREAS**, the Department of Transportation and Development (DOTD) approved funding through the Statewide Flood Control Program to design and construct Industrial Pump Station, and

**WHEREAS**, it is necessary to execute various documents in order to receive funding for the design and construction of the project, and

**NOW, THEREFORE BE IT RESOLVED,** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the Parish President, Gordon E. Dove, to execute any and all documents pertaining to the Statewide Flood Control Program for funding assistance for the Industrial Blvd. Pump Station Replacement Project, and

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_,
2023.

\*\*\*\*\*\*

I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on \_\_\_\_\_\_\_\_, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_, 2023.

TAMMY TRIGGS, CLERK

TERREBONNE PARISH COUNCIL



### Office of the Secretary

PO Box 94245 | Baton Rouge, LA 70804-9245 ph: 225-379-1200 | fx: 225-379-1851 John Bel Edwards, Governor Eric Kalivoda, Secretary

August 7, 2023

Mr. Gordon E. Dove, Parish President Terrebonne Parish P.O. Box 2768 Houma, LA 70361

RE:

Intergovernmental Agreement State Project No. H.015191

Industrial Boulevard Pump Station

Terrebonne Parish

Dear Mr. Dove:

Transmitted herewith is one (1) pdf. Agreement between the Department of Transportation and Development (DOTD), and Terrebonne Parish.

We have 2 options for submitting signed agreements:

- You may print <u>2</u> copies of the agreement have all documents signed in the appropriate places. After all required signatures have been obtained the signed documents may be mailed to: <u>DOTD</u>, <u>Attention: Caitlyn Johnson</u>, <u>P.O. Box 94245</u>, <u>Room 405JJ</u>, <u>Baton Rouge</u>, <u>LA 70804-9245</u>, <u>undated</u>.
- 2. Or, you may DocuSign the agreement, and email it to: <a href="mailto:caitlyn.johnson3@la.gov">caitlyn.johnson3@la.gov</a>. Please make sure to include the current resolution with the DocuSigned agreement.

The documents will be dated following its execution by the Department, and one signed original agreement will be returned to you for your files.

If you have any questions or comments, please contact Caitlyn Johnson at (225) 379-1720 or email at caitlyn.johnson3@la.gov.

To satisfy our legal requirements, please furnish us with a current Original Resolution authorizing the signatory party to execute these documents on behalf of Terrebonne Parish and return with the signed documents.

Sincerely,

Tonya Robertson

Contract/Grants Reviewer Manager

TR: cj

Attachments

pc: Mr. Lucas Johnson

Tonya Robertson

### INTERGOVERNMENTAL AGREEMENT

### BETWEEN

### STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

### **AND**

### TERREBONNE PARISH

### STATE PROJECT NO. H.015191 INDUSTRIAL BOULEVARD PUMP STATION TERREBONNE PARISH

THIS INTERGOVERNMENTAL	AGREEMENT, made and executed in two (2) original
copies on this day of	, 2023, by and between the Louisiana Department
	ereinafter referred to as "DOTD", and the Terrebonne Parish,
a political subdivision of the State of	Louisiana, hereinafter referred to as "Sponsor".

### WITNESSETH: That;

WHEREAS, under the provisions of Title 38, Louisiana Revised Statutes of 1950, "Public Contracts, Works and Improvements", as amended, state funds have been appropriated by the Louisiana Legislature to finance flood control improvement projects approved through the Statewide Flood Control Program under the direct administration of DOTD; and

WHEREAS, the Sponsor has requested and received an appropriation of State funds to financially assist in the improvement of a flood control infrastructure Project as described herein; and

WHEREAS, the Sponsor has local revenues and self-generated funds available for its share of participation in the flood control Project; and

WHEREAS, the Sponsor agrees to furnish all lands, easements, rights-of-way, wetland mitigation areas, and spoil disposal areas necessary to construct and maintain the Project without cost to the State; and

WHEREAS, the Sponsor agrees to operate and maintain the Project in accordance with the "Operation and Maintenance Manual" approved by DOTD; and

WHEREAS, the Sponsor agrees to assume all maintenance and operation costs for the Project and all future alterations as may be required without cost to the State; and

WHEREAS, the Sponsor agrees to accomplish all necessary utility and any other facility relocations, alterations and maintenance without cost to the State; and

Industrial Blvd. Pump Station State Project H.015191 Page 2 of 11

WHEREAS, the Sponsor agrees to provide not less than ten percent (10%) local participation of the amount necessary to construct the Project; and

WHEREAS, DOTD's participation shall not exceed ninety percent (90%) of the eligible cost of constructing the Project, not to exceed the amount made available by the Legislature; and

WHEREAS, the Sponsor is agreeable to the implementation of this Project and desires to cooperate with DOTD as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

### **ARTICLE I – PROJECT DESCRIPTION**

- 1.1 The improvement that is to be undertaken under this Project shall be flood control measures consisting of the replacement and enlargement of the existing pump station in the vicinity of Industrial Boulevard and Woodlawn Bayou. These improvements shall hereinafter be referred to as the "Project".
- 1.2 The entire scope of the Project shall be as shown in the approved application which constitutes the basis for funding the Project and is hereby made a part of and incorporated into this Agreement by reference as Exhibit "A".
- 1.3 For purposes of identification, State Project Number H.015191 has been assigned to this Project. All progress reports, invoices, etc. incurred in the performance of these services shall be identified with this Project number.
- 1.4 Project development and construction shall be in accordance with DOTD, Public Works and Water Resources Division's "Statewide Flood Control Program Procedures Manual for Funded Projects".

### **ARTICLE II – FUNDING**

- 2.1 The Sponsor has local revenues and self-generated funds available for its share of participation in the Project and agrees to provide, from non-state funding, not less than ten percent (10%) of the amount necessary to construct the Project.
- 2.2 DOTD's participation shall not exceed ninety percent (90%) of the eligible Project costs; however, this amount shall not exceed the amount approved by the Legislature.
- 2.3 The maximum state funding share shall be as stated in the letter(s) from DOTD's Secretary, or his or her designee, announcing Project approval, and/or the amount of program funding for the Project, but in no case shall the state funding share exceed ninety percent (90%) of eligible Project costs, as identified in the Louisiana Statewide Flood Control Program "Guidelines and Procedures." This funding share was established in accordance with said "Guidelines and Procedures." All cost overruns shall be the responsibility of the Sponsor. The Sponsor may

Industrial Blvd. Pump Station State Project H.015191 Page 3 of 11

incorporate, at its own cost, items of work into the construction contract not eligible for DOTD cost share participation.

- 2.4 The Sponsor is aware that DOTD's legislatively mandated Cash Management Plan may cause a delay in authorization to advertise the Project for construction. This contract is contingent upon the appropriation by the Legislature of sufficient monies to the Statewide Flood Control Program to fulfill its requirements. If the Legislature fails to appropriate sufficient monies to provide for the continuation of this contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Capital Outlay Act, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies to the Statewide Flood Control Program for the continuation of this contract, the contract is subject to termination for lack of sufficient appropriations to fulfill its requirements.
- 2.5 Funds will be disbursed in accordance with Article VII Payment.
- 2.6 The Sponsor agrees to provide a schedule indicating cash flow requirements projected over the anticipated construction period of the Project.
- 2.7 Under no circumstance will DOTD participate in the funding of any costs of the Project incurred prior to the execution of this agreement.

### **ARTICLE III - PRELIMINARY ENGINEERING**

- 3.1 The Sponsor or Consulting Engineer employed by it shall make all necessary surveys and prepare plans, specifications, and estimates for the Project in accordance with the applicable Statewide Flood Control Program, DOTD requirements, and the following specific requirements:
  - If the Sponsor employs a Consulting Engineer, it shall be done at no cost to the State.
  - The design standards shall comply with DOTD criteria. The format of the plans shall conform to the standards used by DOTD in the preparation of its contract plans for items of work of similar character, including plans for all drainage and utilities affected, as contained in the current edition of DOTD's Hydraulics Manual.
  - Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed by the Sponsor in accordance with the requirements specified in the current edition of DOTD "Location & Survey Manual."
  - After preliminary plans have been developed to show all information required, four (4) sets of prints shall be submitted to DOTD for review and comments. If DOTD determines that a plan-in-hand inspection is required, one complete set of reproducibles, if required, shall be submitted to DOTD for its use in scheduling a plan-in-hand field inspection with members of

- DOTD, the Sponsor, and/or its Consulting Engineer at a time and date mutually agreed upon in advance by all parties.
- Subsequent to the review and comments, the Sponsor shall make such changes in the plans as necessary to reflect agreements reached at this stage and shall show existing and taking lines required for rights-of-way.
- Following the completion of preliminary plans, four (4) complete sets of prints of the basic plans, dated and stamped "Advanced Check Prints," together with four (4) draft copies of the bid proposal and four (4) copies of the Project cost estimate shall be submitted to DOTD for review and comment.
- Specifications for the Project shall be in accordance with the current edition of the "Louisiana Standard Specifications for Roads and Bridges," latest revision, as amended to comply with DOTD current practices. Any exceptions to use of these Standard Specifications must have the prior approval of DOTD.
- 8 Upon completion of its review of the preliminary plans and advance draft of the bid proposal, DOTD will return one (1) set to the Sponsor with comments, if any, marked thereon and the above documents will be revised to reflect agreements reached.
- 9 Upon completion of DOTD's review of the design and right-of-way plans and written approval of same, the Sponsor may proceed with acquisition of the right-of-way.
- Subsequent to the completion of DOTD's review of final plans, the acquisition of all required rights-of-way and agreements to relocate and/or adjust all utility conflicts, and the securing of the Sponsor's portion of funds, the Sponsor shall adopt a Resolution certifying completion of the above and submit a certified copy of said Resolution to DOTD.

### **ARTICLE IV - RECEIPT OF BIDS**

- 4.1 The Sponsor shall advertise and receive bids in accordance with Louisiana Revised Statute 38:2211, et seq., and the "Statewide Flood Control Program Procedures Manual," and generally as follows:
- 4.2 Construction projects are to be advertised for the receipt of bids on three (3) separate occasions in the Official Journal in the Sponsor's locale, plus any other required publications to ensure appropriate widespread advertisement commencing prior to the bid date.
- 4.3 Upon advertising for bids, the Sponsor shall add DOTD Statewide Flood Control Program Manager to the bidders list and forward two (2) sets of plans and construction proposals marked "Not For Bid" to DOTD.

- 4.4 Following the receipt and extension of bids, a designated official representing the Sponsor shall affix his stamp thereto certifying the accuracy of the tabulation. In addition, a column containing estimated unit prices shall be added to the tabulation sheet with a summation reflecting the total estimate cost.
- 4.5 One (1) copy of the bid tabulation shall be submitted to DOTD along with a non-collusion affidavit, the Engineer's Recommendation, and a copy of the Sponsor's proposed action, (recommending acceptance of the bid of the lowest responsible bidder or rejection of all bids received). After review, DOTD will make recommendations to the Sponsor as deemed necessary. DOTD's concurrence in, and approval of, the award is required for DOTD's participation in the project.
- 4.6 The Sponsor shall execute the contract with the contractor for the construction of the Project. Following the execution of the contracts, three (3) originals shall be submitted to DOTD for review. Upon written notice of the completion of DOTD's review, the Sponsor will have an original of the contract and performance bond recorded in the mortgage records of the parish or parishes where the work is to be performed. A copy of the recordation data shall be furnished to DOTD. The Sponsor may proceed to issue the work order and will provide DOTD with one copy of the work order when issued.

### ARTICLE V – CONSTRUCTION

- 5.1 The Sponsor or its consultant will conduct the technical administration and inspection during the Project construction; however, in the event a consultant provides this service for the Sponsor, it will be performed under the direct supervision of a full time employee of the Sponsor who will have charge and control of the Project at all times.
- 5.2 Except where a deviation has been mutually agreed to in writing by both DOTD and the Sponsor, the following specific requirements shall apply.
  - 1. When it is stipulated in the current edition of the "Louisiana Standard Specifications for Roads and Bridges" that approval by the Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained from DOTD's Project Engineer.
  - 2. All construction inspection personnel utilized by the Sponsor and/or the Sponsor's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.
  - 3. All construction procedures must be in accordance with DOTD guidelines and policies established by the "Engineering Directives and Standard Manual," and any applicable memoranda. These documents will be made available to the consultant through the Sponsor.

- 4. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the "Construction Contract Administration" Manual. This manual will be made available to the consultant through the Sponsor.
- 5.3 The Consultant and/or the Sponsor shall be required to comply with all parts of this section while performing duties as Project Engineer.

### **ARTICLE VI - INCIDENTAL COSTS**

- 6.1 Incidental Project costs incurred by the Sponsor in negotiating preliminary engineering contracts, right-of-way settlements, railroad and utility adjustment, bid advertisements, contract recordation, and other costs not provided for in Article VII Payment shall be the responsibility of the Sponsor.
- 6.2 Incidental Project costs incurred by DOTD relative to any inspections completed on the Project by DOTD or representatives of DOTD will be the responsibility of DOTD.

### **ARTICLE VII – PAYMENT**

- 7.1 The Sponsor shall render invoices monthly for payment, which invoices shall be certified as correct by the Sponsor's Project Engineer and by the proper designated official of the Sponsor. All such charges shall be subject to verification, adjustment and/or settlement by DOTD. DOTD shall pay ninety percent (90%) of the eligible invoiced costs of construction, but not to exceed the amount made available by the Legislature. Costs in excess of this amount shall be borne one hundred percent (100%) by the Sponsor.
- 7.2 When the final cost of construction has been determined, adjustments will be made so that the amount of participation in these items will not exceed the authorized percentages. Before final payment is recommended by DOTD, all documentation of pay quantities shall conform to DOTD policies and procedures. However, the Sponsor acknowledges that DOTD will not participate in the cost of those items not constructed in accordance with the approved plans and specifications. In this event, the Sponsor will be obligated to assume full financial responsibility.
- 7.3 For purposes of this Agreement, DOTD shall not be a party to any contract between the Sponsor and its contractor, and participation by DOTD in the Project shall not be construed to make DOTD a party to the contract between the Sponsor and its contractor. Furthermore, nothing in this Agreement is intended to, nor shall, confer any rights in any such contract to DOTD.

### **ARTICLE VIII - COST RECORDS**

8.1 The Sponsor and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this Project and shall keep such material available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment

under the Project, for inspection by DOTD and/or Legislative Auditor, or any authorized representative of the State Government under State Regulations effective as of the date of this contract and copies thereof shall be furnished if requested.

### **ARTICLE IX - CANCELLATION**

9.1 In the event the Sponsor should desire to cancel the Project prior to the receipt of bids, any cost that has been incurred for the preparation of plans will not be eligible for payment by DOTD. If the Sponsor does not complete the following tasks within the time indicated, this agreement will become null and void and the funds allocated for said Project shall be reallocated:

<u>TASK</u>	MAXIMUM TIME, YEARS
Execution of Agreement with DOTD	1/2
Application of Permits	1
Submittal of Preliminary Plans to DOTD (Advanced Check Prints, Bid Proposal, and Cost Estim	aate)
Submittal of Plans, Specifications, and Cost Estimate	3
Acquisition (Rights-of-Way, Permits, Utility Relocation, and Fundi	3 ½ ing)
Advertising for Bids and Awarding of a Construction C	Contract 4

- 9.2 The date of the letter from the Chairman of the Flood Control Evaluation Committee advising the Sponsor that its Project has been initially funded shall be used as the beginning point in determining the amount of time that has elapsed.
- 9.3 The terms of this Agreement shall commence on the date both parties have signed the Agreement and shall remain in effect until the work has been completed, accepted and all required payments to the Sponsor have been made; however, this agreement may be terminated under any or all of the following conditions:
  - 1. By mutual agreement and consent of the parties hereto.
  - 2. By the Sponsor if it cancels the Project prior to the award of a contract.
  - 3. By DOTD due to the withdrawal or reduction of State funding for the Project.

### **ARTICLE X - PROJECT RESPONSIBILITY**

10.1 DOTD, its officers, engineers and employees shall not be required to supervise or perform such other services in connection with the development of this Project except as specifically set forth herein.

Industrial Blvd. Pump Station State Project H.015191 Page 8 of 11

10.2 Sponsor shall assume full responsibility for the Project development and shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Sponsor, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court cost. Sponsor shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

The duty of Sponsor to defend under this document is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of DOTD. In any and all claims against any of the Indemnitees by any employee of Sponsor or one of its subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this agreement will not be limited in any way by any limitation in the amount or type of damages, compensation or benefits payable under any worker's compensation acts, disability benefit acts or other employee benefit acts. This indemnity applies during the entire period of the Project and shall survive the expiration or termination of the Utility Relocation until such time as any action or accounting of any matter covered by such indemnity is determined by a court in a final and non-appealable ruling as being barred by the applicable statute of limitations.

The duty of Sponsor to defend arises at the first assertion of a claim and shall be based on such claim's allegations, without regard to the validity of any such claim or its ultimate resolution.

### **ARTICLE XI - FINAL INSPECTION AND MAINTENANCE**

- 11.1 Upon completion and final acceptance of the Project (copy of said acceptance shall be furnished to DOTD by the Sponsor), the Sponsor shall assume the operation and maintenance of the improvement at its expense and in accordance with the "Operation and Maintenance Manual" prepared by the Sponsor and approved by DOTD. The final acceptance will be properly recorded by the Sponsor. Before making the final inspection, DOTD, Statewide Flood Control Program Manager shall be notified, so that he may have a representative present for said inspection.
- 11.2 Title to the Project rights-of-way shall be vested in the Sponsor but shall be subject to DOTD requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-flood control purposes.
- 11.3 The Sponsor shall monitor the Project for at least three years as stated in the Louisiana Statewide Flood Control Program Guidelines and Procedures.

### **ARTICLE XII - PROGRESS SCHEDULE**

12.1 Within thirty (30) days after this agreement is executed, the Sponsor shall submit to DOTD a progress schedule that indicates, using a bar graph, the various activities that must be accomplished to develop construction plans and specifications and let a construction contract within the time allotted. The schedule shall be submitted to DOTD, Statewide Flood Control Program Manager.

### **ARTICLE XIII: COMPLIANCE WITH LAWS**

13.1 The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, et seq.), in carrying out the provisions of this Agreement.

### **ARTICLE XIV: CONTROLLING LAW AND VENUE**

- 14.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.
- 14.2 Venue for all disputes concerning this Agreement shall be the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **ARTICLE XV: DISCRIMINATION**

- 15.1 The Parties agree to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1974; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.
- 15.2 The Parties agree not to discriminate in its employment practices and shall render services under this Agreement without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, or disability.
- 15.3 Any act of discrimination committed by either Party or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Contract.

### **ARTICLE XVI: ENTIRE AGREEMENT / MODIFICATION**

16.1 This Agreement, including any attachments that are expressly referred herein, contains the entire agreement between the Parties and supersedes any and all agreements or contracts previously entered into between the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth herein.

Industrial Blvd. Pump Station State Project H.015191 Page 10 of 11

16.2 This Agreement may be modified or amended at any time by mutual consent of the Parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both Parties.

### **ARTICLE XVII: SEVERABILITY CLAUSE**

17.1 If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

### ARTICLE XVIII: THIRD PARTY BENEFICIARY / ASSIGNMENT

- 18.1 Nothing herein is intended, nor shall be deemed, to create a third party beneficiary to or for any obligation by Entity or DOTD herein or to authorize any third person to have any action against Entity or DOTD arising out of this Agreement.
- 18.2 Neither Party may assign any interest in this Agreement, by assignment, transfer, or novation, without prior written consent of the other Party hereto.

### ARTICLE XIX: PROVISION OF LAW DEEMED INSERTED

19.1 Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the agreement shall forthwith be amended to make such insertion or correction.

Industrial Blvd. Pump Station State Project H.015191 Page 11 of 11

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:	TERREBONNE PARISH			
	BY:(Signature)			
(Witness for First Party)	Typed or Printed Name			
(Witness for First Party)	Title			
	Sponsor's Federal Identification Number			
WITNESSES:	STATE OF LOUISIANA THROUGH THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT			
	By: Chief Engineer			
	RECOMMENDED FOR APPROVAL			
	BY:			



Monday, August 21, 2023

### **Item Title:**

BT Lock PS SWFC authorizing PP to sign all docs

### **Item Summary:**

**RESOLUTION:** Authorizing the Parish President to execute any and all documents pertaining to the Statewide Flood Control Program for the Bayou Terrebonne Lock Pump Station Project; Parish Project No. 21-DRA-14; State Project Number H.015192; Terrebonne Parish, Louisiana.

### **ATTACHMENTS:**

Description	Upload Date	Type
Executive Summary	8/15/2023	Executive Summary
Resolution	8/15/2023	Resolution



### **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

21-DRA-14; SPN H.015192 Bayou Terrebonne Lock Pump Station

### PROJECT SUMMARY (200 WORDS OR LESS)

To construct an new pump station at the Bayou Terrebonne Lock.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The purpose of this resolution is to provide authorization to the Parish President to execute any and all documents pertaining to the Bayou Terrebonne Lock Pump Station Project.

TOTAL EXPENDITURE						
N/A						
		AMOUNT S	HOWN ABOVE IS: (CIRC	CLE ONE)		
ACTUAL ESTIMATED						
		IS PROJECTAL	LREADY BUDGETED: (C	CIRCLE ONE)		
<u>N/A</u>	NO	YES	IF YES AMOUNT BUDGETED:	N/A		

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9
Jeanne P. Bray 08/10/2023									
	gnature					Da		<del></del>	

OFFERED BY: SECONDED BY:

### RESOLUTION

A resolution authorizing the Parish President to execute any and all documents pertaining to the Statewide Flood Control Program for the Bayou Terrebonne Lock Pump Station Project; Parish Project No. 21-DRA-14; State Project Number H.015192; Terrebonne Parish, Louisiana.

**WHEREAS**, the Terrebonne Parish Consolidated Government (TPCG) is desirous to proceed with the design and construction of the Bayou Terrebonne Lock Pump Station Project, Parish Project No. 21-DRA-14, and

**WHEREAS**, the TPCG has applied for state matching funds pursuant to Chapter 2-A of Title 38 of the Louisiana Revised Statues of 1950, as amended, to implement a project to reduce said flood damages, and that TPCG is fully aware of its obligations under said Statute, and

**WHEREAS**, TPCG is a political body duly organized and existing under the laws of the State of Louisiana and is eligible to apply for funds under the Statute, and

**WHEREAS**, the Department of Transportation and Development (DOTD) approved funding through the Statewide Flood Control Program to design and construct Industrial Pump Station, and

**WHEREAS**, it is necessary to execute various documents in order to receive funding for the design and construction of the project, and

**NOW, THEREFORE BE IT RESOLVED,** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the Parish President, Gordon E. Dove, to execute any and all documents pertaining to the Statewide Flood Control Program for funding assistance for the Bayou Terrebonne Lock Pump Station Project, and

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_,
2023.

\*\*\*\*\*\*

I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on \_\_\_\_\_\_\_\_, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_, 2023.

TAMMY TRIGGS, CLERK

TERREBONNE PARISH COUNCIL



Monday, August 21, 2023

### **Item Title:**

Award for American Legion Post 31 Phase 3 HVAC Renovations

### **Item Summary:**

**RESOLUTION:** Awarding and authorizing the signing of a Construction Contract to the firm of Volute, Inc. for Parish Project No. 19-BLDG-30, American Legion Post 31 Phase 3 HVAC Renovations, Terrebonne Parish, Louisiana and authorizing the issuance of the Notice to Proceed to commence construction of said Project.

### **ATTACHMENTS:**

Description	Upload Date	Type
Executive Summary	8/16/2023	Executive Summary
Resolution	8/16/2023	Resolution
Backup Material	8/16/2023	Backup Material



### **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

19-BLDG-30 American Legion Post 31 Phase 3 HVAC Renovations

### PROJECT SUMMARY (200 WORDS OR LESS)

Renovations to the HVAC system in the American Legion Post 31 building.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This resolution allows for the award of the bid to Volute, Inc.

TOTAL EXPENDITURE					
\$717,800.00					
	AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
ACTUAL				ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)					
N/A	NO	YES	IF YES AMOUNT BUDGETED:	\$717,800.00	

	COU	NCIL D	ISTRI	CT(S) II	MPACT	TED (CIR	CLE ONE		
<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9
Jeanne P. Bray					8	3/15/2023			
Signature							Date		

OFFERED BY: SECONDED BY:

THEDE WAS DECODDED.

### RESOLUTION

A Resolution awarding and authorizing the signing of a Construction Contract to the firm of Volute Inc., for Parish Project No. 19-BLDG-30, American Legion Post 31 Phase 3 HVAC Renovations, Terrebonne Parish, Louisiana and authorizing the issuance of the Notice to Proceed to commence construction of said Project.

**WHEREAS,** the Terrebonne Parish Consolidated Government did receive bids for Parish Project No. 19-BLDG-30, American Legion Post 31 Phase 3 HVAC Renovations, Terrebonne Parish, Louisiana, and

**WHEREAS,** the lowest, responsive and responsible bid for the construction of the project was that submitted by the firm of Volute Inc., with a bid in the amount of \$717,800.00, and

**WHEREAS**, the Architect for this project, Craig C. Hebert, AIA has recommended that the award of the contract be made to Volute Inc., and

**NOW, THEREFORE BE IT RESOLVED** by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby accept the lowest, responsive and responsible bid submitted by the firm of Volute Inc., in the bid amount of \$717,800.00, and

**BE IT FURTHER RESOLVED,** the President of Terrebonne Parish Consolidated Government, or his designee, be authorized and empowered to sign a construction contract for and on behalf of the Terrebonne Parish Consolidated Government with Volute Inc., and

**BE IT FURTHER RESOLVED,** that upon receipt of the required Certificate of Insurance evidencing coverage as provided in the project specifications and upon execution and recordation of all contract documents, Craig C. Hebert, AIA is hereby authorized to issue the Notice to Proceed to Volute Inc. to commence construction of said project, and

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution be forwarded to the Architect, Craig C. Hebert, AIA.

YEAS: NAYS: NOT VOTING: ABSENT:				
The Chairman declared the resolution adopted on	this	day of	, 20	023.
* * * * *	****			
I, TAMMY E. TRIGGS, Clerk of the Te the foregoing is a true and correct of the RES Council on	SOLUTION	adopted by the	Terrebonne	Parish
GIVEN UNDER MY OFFICIAL SIC , 2023.	GNATURE	AND SEAL (	OF OFFICE	THIS
	TAMM	Y E. TRIGGS, C	COUNCIL CL	ERK

TERREBONNE PARISH COUNCIL



### Craig C. Hebert, Architect A Professional Architectural Corporation

August 15, 2023

Mr. Dale Thompson, Jr. President Volute, Inc 313 Venture Blvd. Houma, LA 70360

**RE:** Terrebonne Parish Consolidated Government

American Legion Post 31, Phase 3 HVAC Renovation

603 Legion Ave. Houma, LA 70360

Mr. Thompson,

I would like to take this opportunity, on behalf of the Owner, Terrebonne Parish Consolidated Government, to thank you for submitting your bid, for the American Legion Post 31, Phase 3 HVAC Renovation. While your bid is currently under review by our office and the Owner, which will require final Council approval of the accepted bid, I ask that you please take this time to quantify your bid, and the submitted cost, so that once the Council has made their final determination, pending acceptance, we are ready to move directly into the Contract Phase of this project.

Upon your review, if you should have any questions or should you find any discrepancy in your bid, I ask that you please notify my office at your earliest convenience. Please know that we look forward to once again working with your company, and are available to assist with any preliminary walk-throughs or discussions necessary to assist in the future scheduling of the work.

In closing, once we receive final directions from the Owner, we will correspond all information to your attention.

Kindest Regards,

Craig C. Hebert, Architect

A Professional Architectural Corporation

Craig C. Hebert, AIA
Architect/President

### **BID TABULATION SHEET**

Location: City of Houma Service Complex, 301 Plant Road, Houma LA 70363

**Date:** August 15, 2023 **Time:** 2:00 pm

Parish Project No.: 19-BLDG-30

Project Opinion of Probable Construction Cost: \$947,000.00

Contractor's Name	License Number	Base Bid Amount
Dove charp, he	56568	915,000.00
TBT, INC.	67045	780,6 5.00
VoluTE	29848	717,800.00

Certifier of Bid Tabulation Sheet

Craig C. Hebert, AIA

Architect

This signature affixed above certifies, through this Bid Tabulation Sheet, that the indicated Contractor's Bids were received by the Owner or Architect at the designated time established for this Bid Opening. This Bid Tabulation is not a guarantee of approval or award, but **ONLY** acknowledgement of the Bids submitted at the time of this Bid Opening, for the work defined by these Contract Documents. All accepted Bids will be reviewed and certified for accuracy, prior to certifying the tabulation to the Owner.

### SIGNIN

BID NAME/NUMBER: 19-BLDGS-30 American Legion Post 31, Phase 3 HVAC Renovation

DATE/TIME August 15, 2023, 2:00 pm **NAME EMAIL COMPANY** ENGR MADELEINE BODIN Dave Group 



Monday, August 21, 2023

### **Item Title:**

Rotary CO#3

### **Item Summary:**

**RESOLUTION:** Authorizing the execution of Change Order No. 3 for the Construction Agreement for Parish Project No. 22-PARK-21, Rotary Centennial Plaza Project, Terrebonne Parish, Louisiana.

### **ATTACHMENTS:**

Description	Upload Date	Type
Executive Summary	8/15/2023	Executive Summary
Resolution	8/15/2023	Resolution
Backup	8/15/2023	Backup Material



### **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Project No. 22-PARK-21 Rotary Centennial Plaza

### PROJECT SUMMARY (200 WORDS OR LESS)

The work consists of constructing a plaza in downtown Houma

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Change Order No. 3 is required to change the paver joint material from #8 limestone filler to expanded to clay fill material. The change order also adds dimmer light controls for the Festoon lights.

TOTAL EXPENDITURE					
\$16,600.00					
	AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
<u>ACTUAL</u> ESTIMATED			ESTIMATED		
	IS PROJECTALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	YES	IF YES AMOUNT BUDGETED:	\$1,407,366	

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	<u>1</u>	2	3	4	5	6	7	8	9
Jeanne P. Bray					8/10/202	3			
Signature				_		Da	te		

OFFERED BY: SECONDED BY:

### RESOLUTION

A resolution authorizing the execution of Change Order No. 3 for the Construction Agreement for Parish Project No. 22-PARK-21, Rotary Centennial Plaza Project, Terrebonne Parish, Louisiana.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated October 7, 2022 with Norris and Boudreaux Contractors, LLC, for Parish Project No. 22-PARK-21, Rotary Centennial Plaza Project, Terrebonne Parish, Louisiana, and

**WHEREAS**, the OWNER is desirous of changing the paver joint material from #8 Limestone to expanded clay fill material, and

**WHEREAS**, the OWNER is also desirous of having dimmer controls for the Festoon lights added into the contract, and

**WHEREAS**, this change order will increase the contract by an additional \$16,600.00, and

**WHEREAS**, this Change Order No. 3 has been recommended by the Engineer, Duplantis Design Group, for this project, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove, or his designee, of Change Order No. 3 to the construction agreement with Norris and Boudreaux Contractors, LLC for Parish Project No. 22-PARK-21, Rotary Centennial Plaza Project, Terrebonne Parish, Louisiana, for an increase to the contract amount of an additional Sixteen Thousand, Six Hundred Dollars and No Cents (\$16,600.00).

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to Engineer, Duplantis Design Group.

THERE WAS RECORDED: YEAS: NAYS: ABSENT & NOT VOTING:	
And the Chairman declared the resolution adopted on this day 2023.	y of,
I, Tammy Triggs, Clerk of the Terrebonne Parish Council, Houma, Loc certify that the foregoing is a true and correct copy of the RESOLUTION Terrebonne Parish Council on	N adopted by the
GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF, 2023.	F OFFICE THIS
TAMMY TRIGGS, CLER TERREBONNE PARISH	

					_	
CH	•	TAT.		$\alpha$ n	п	
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003

	No		_
PROJECT: Rotary Centennial Plaza Project	DATE OF ISSUANCE:	8/9/2023	_
OWNER: Terrebonne Parish Consolidated Government CONTRACTOR:	OWNER'S Project No.	#22-PARK-21	
Norris and Boudreaux Contractors	ENGINEER: DDG, P.C.		
CONTRACT FOR:	ENGINEER's Project No	18-541	
Rotary Centennial Project Renovation:	2110111221111111		

You are directed to make the following changes in the Contract Documents.

Description:

Proposed Paver Joint Material Change and Added Dimmer Light Control for Festoon Arch Lights.

Purpose of Change Order: The purpose of this change order is to change the paver joint material from #8 Limestone filler to expanded clay fill material. Also to Add dimmer light controls for the festoon lights.

Attachments: (List documents supporting change)
See attached Change Order Form outlining the item quantity changes.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price  1,227,875.00	Original Contract Time  \$
Previous Change Orders No. 2 to No. 3 \$146,558.00	Net change from previous Change Order  \$
Contract Price prior to this Change Order  \$	Contract Time Prior to this Change Order  169 days  days or date
Net Increase (decrease) of this Change Order \$16,600.00	Net Increase (decrease) of this Change Order  0 days  days
Contract Price with all approved Change Orders  1,389,683.00	Contract Time with all approved Change Order  \$
RECOMMENDED: // APPROVE	D: APPROVED:

\$1,389,683.0	9	169 days days or date
RECOMMENDED:	APPROVED:	APPROVED:
by Engineer	byOwner	byContractor

# CONTRACTORS CHANGE ORDER NO 3

	Change order date: //03/2023	
To (Owner): Terrebonne Parish Consolidated Government	To (Owner): Terrebonne Parish Consolidated Government From (Contractor): Norris & Boudreaux Contractors, LLC	Via (Engineer)
	Contact: Tommy Boudreaux	
		Dunlantis Besign Graum
Project: Kotary Centennial Plaza Project		Duplanus Design Group
Owner's Contract No.: 22-PARK-21	Contractor's Project No.: 22-PARK-21	Engineer's Project No.: 18-541

ت ت	lang	Change Order Summary	mary		
Approved Change Orders	ange	Orders		-:	ORIGINAL CONTRACT PRIC
Number		Additions	Deductions	2.	Net Change by Change Orders
CO1-1	↔	\$ 120,640.00		3.	CURRENT CONTRACT PRIC
CO2-1	<del>69</del>	24,568.00		4.	2)
CO3-1	€>	1,350.00		5.	STORED MATERIAL FOR FU Material Spreadsheet)
CO3-2	8	15,250.00		9.	TOTAL COMPLETED AND S
				7.	LESS 5% RETAINAGE
				8	TOTAL EARNED LESS RETA
TOTALS	€9	TOTALS \$ 161,808.00	0	.6	LESS PREVIOUS PAYMENT
NET CHANGE BY CHANGE ORDERS	BY C	HANGE	\$161,808.00	10.	AMOUNT DUE THIS APPL

## \$0.00 \$43,944.65 \$834,948.35 \$251,933.35 \$583,015.00 \$878,893.00 \$878,893.00 ATE (Column L on Pay Request + Line UTURE USE (Total from Stored STORED (Line 4 + Line 5) AINAGE (Line 6 - Line 7) ICATION

\$161,808.00 \$1,389,683.00

€)

Total from Change Order Sheet)

CE (Line  $1 \pm \text{Line } 2$ )

# Contractor's Certification

obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, covered by this Application for Payment is in accordance Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances applied on account to discharge Contractor's legitimate materials and equipment incorporated in said Work or previous progress payments received from Owner on otherwise listed in or covered by this Application for (except such as are covered by a Bond acceptable to account of Work done under the Contract have been Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work with the Contract Documents and is not defective. The undersigned Contractor certifies that: (1) all

	amount)
	of other
	r - attach explanation of other amount
0.510,585	attach
828	other-
1	1e 10 or
	inc

(Engineer) is recommeded by:

(Line 10 or other - attach explanation of other amount)

(Owner) is approved by: Approved by:

Contractor's Payment Request for Completed Work No. 3

Funding Agency (if applicable)

8.9.23

(Date)

(Date)

(Date)

Page 1 of 3

CONTR. Project: R	CONTRACTORS CHANGE ORDER NO 3 Project: Rotary Club Centennial Plaza Project												
V	<b>2</b>	Ü	Q	ω	A	9	H	-	-	21	-11	Σİ	ZI
9	a di	1	ı	t		Work th	Work this Estimate	Previou	Previous Estimate	Total Wo	Total Work Completed		
Item	Description	Unit	Bid	Unit Price	Bid Item Cost	Ouantity	Value	Ouantity	Value	Ouantity	Value	Cost Remaining	Cost Remaining Percent Complete
	MOBILIZATION	TS		\$25,000,00	\$25,000,00	1_	80.00	0.5	\$12,500.00		\$12,500.00	\$12,500,00	%00 05
2 RF	REMOVE 6" CONCRETE ROADWAY	TS		\$82,500.00	\$82,500.00	-	\$82,500.00	0	80.00	1	\$82,500.00	\$0.00	100 00%
$\overline{}$	TEMPORARY FENCING	rs		\$48,125.00	\$48,125,00	0	\$0.00	1	\$48,125.00	1	\$48,125.00	\$0.00	
1	REMOVE AND REPLACE PARKING LOT	rs	1	\$25,000.00	\$25,000.00	•	\$0.00	1	\$25,000.00	1	\$25,000.00	\$0.00	100.00%
Т	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS		\$5,000.00	\$5,000,00	0	\$0.00	1	\$5,000,00	1	\$5,000 00	\$0.00	%00'001
Т	INSTALL LIMESTONE BASE FOR PAVERS	TS	-	\$64,000,00	\$64,000,00	-	\$64,000,00	0	00 0\$	1	\$64,000.00	\$0.00	100 00%
Т	INSTALL PAVERS	LS		\$116,000,00	\$116,000.00	0	00 08	0	20 00	0	20.00	\$116,000.00	%00.0
×	BUILD FABRICATED ARCHES	LS		\$140,734.00	\$140,734.00	1	\$140,734,00	0	\$0.00	1	\$140,734.00	\$0.00	100 00%
Т	INSTALL FABRICATED ARCHES	TS		\$26,000.00	\$26,000.00	1	\$26,000,00	0	\$0.00	1	\$26,000.00	80.00	100 00%
1	STRAIGHT SHAFT FOUNDATIONS	rs		\$150,000.00	\$150,000.00	0	80 00	1	\$150,000.00	1	\$150,000.00	\$0.00	Ĭ
	BRICK COLUMNS	rs		\$105,874,00	\$105,874,00	0	\$0.00	0	\$0.00	0	\$0.00	S	
12 M	MONUMENT SIGN	LS	-	\$18,192.00	\$18,192,00	5'0	\$9,096.00	0	\$0.00	0.5	\$9,096 00	\$9,096,00	
13 Di	DBAINAGE WORK	FS		\$105,650.00	\$105,650.00	1	\$105,650,00	0	\$0.00	1	\$105,650.00	20.00	100 00%
14	CONSTRUCT HANDICAP RAMP	FS		\$15,000.00	\$15,000.00	0	00 0\$	0	\$0.00	0	\$0.00	\$15,000.00	%00 0
15 ET	ETCHING PAVERS	TS		\$100,000.00	\$100,000.00	0	\$0.00	0	80.00	0	20.00	6-9	
	ELECTRICAL WORK	TS		\$150,800.00	\$150,800.00	0.5	\$75,400.00	0	\$0.00	0,5		\$75,400.00	
17	17 INCTALL GREEN SCREEN	ST		\$50,000.00	\$50,000,00		\$50,000,00	0	\$0.00	-	\$50,000,00	80.00	100.00%

Category Number: Item Number: 10.



Monday, August 21, 2023

### **Item Title:**

Appointment for Bayou Country Sports Park Limestone Parking Lot

### **Item Summary:**

**RESOLUTION:** Ratifying the appointment of All South Consulting Engineers, LLC to provide engineering services for the Bayou Country Sports Park Limestone Parking Lot and authorizing the execution of an agreement for these services.

### **ATTACHMENTS:**

Description	Upload Date	Type
Executive Summary	8/16/2023	Executive Summary
Resolution	8/16/2023	Resolution



### **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

**Bayou Country Sports Park Limestone Parking Lot** 

### PROJECT SUMMARY (200 WORDS OR LESS)

To appoint All South Consulting Engineers, LLC to provide engineering services for the **Bayou Country Sports Park Limestone Parking Lot** 

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The purpose of this appointment is to provide engineering services for improvements to the Bayou Country Sports Park.

		T	OTAL EXPENDITURI	C	
			\$119,868.00		
		AMOUNT S	SHOWN ABOVE IS: (CIR	CLE ONE)	
	ACTUAL ESTIMATED				
	IS	PROJECT A	LREADY BUDGETED: (0	CIRCLE ONE)	
N/A	NO	<u>YES</u>	IF YES AMOUNT BUDGETED:	\$119,868.00	

	COUN	NCIL D	ISTRIC	CT(S) I	MPACT	TED (CI	RCLE ON	E)	
PARISHWIDE	1	2	3	4	5	<u>6</u>	7	8	9
Jeanne P. Bray					08/14/20	023			
Sig	gnature			······		Da	ite		

OFFERED BY: SECONDED BY:

### RESOLUTION

A resolution ratifying the appointment of the firm of All South Consulting Engineers, LLC to provide professional services for the **Bayou Country Sports Park Limestone Parking Lot** and authorizing the execution of an agreement for these services.

**WHEREAS**, Terrebonne Parish Consolidated Government is desirous of improvements for the Bayou Country Sports Park Project, and

WHEREAS, the Terrebonne Parish Consolidated Government is desirous of appointing a firm to provide professional services for the project entitled Bayou Country Sports Park Limestone Parking Lot, and

**WHEREAS**, the firm of All South Consulting Engineers, LLC has been selected by Terrebonne Parish President Gordon E. Dove to provide the professional services relative to said project, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council does hereby ratify the appointment of the firm of All South Consulting Engineers, LLC by Terrebonne Parish President Gordon E. Dove for professional services for the Bayou Country Sports Park Lighting Project, and

**BE IT FURTHER RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the execution of an agreement with the firm of All South Consulting Engineers, LLC by Terrebonne Parish President Gordon E. Dove or his designee.

THERE WAS RECORDED:	
YEAS: NAYS: NOT VOTING: ABSENT	
And the Chairman declared the resolution adopted on this day of, 20	23.
* * * * *	
I, TAMMY E. TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by Terrebonne Parish Council on	the
GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THE DAY OF, 2023.	ΉIS
TAMMY E. TRIGGS. CLERK	

TERREBONNE PARISH COUNCIL

Category Number: Item Number: 11.



Monday, August 21, 2023

#### **Item Title:**

Change Order No. 1 for Bayou Country Sports Park Soccer Expansion

## **Item Summary:**

**RESOLUTION:** Authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 21-PARK-05 Bayou Country Sports Park Soccer Expansion, Terrebonne Parish, Louisiana.

## **ATTACHMENTS:**

Description	Upload Date	Type
Executive Summary	8/16/2023	Executive Summary
Resolution	8/16/2023	Resolution
Backup Material	8/16/2023	Backup Material



# **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

## PROJECT TITLE

21-PARK-05 Bayou Country Sports Park Soccer Expansion

# PROJECT SUMMARY (200 WORDS OR LESS)

Construction of improvements to the Bayou Country Sports Park soccer area.

# PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Change Order No. 1 is required to increase Contract Time by one hundred eighteen (118) days due to the delays due to supply chain issues and adverse weather conditions.

TOTAL EXPENDITURE						
	No Change					
	AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)					
	<u>ACTUAL</u> ESTIMATED					
	IS PROJECTALREADY BUDGETED: (CIRCLE ONE)					
N/A	NO	YES	IF YES AMOUNT BUDGETED:	\$2,453,002.00		

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	<u>6</u>	7	8	9
Jeanne P. Bray					8/16/202	23			
Si	gnature					Da	 te		

OFFERED BY: SECONDED BY:

#### RESOLUTION

A resolution authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 21-PARK-05, Bayou Country Sports Park Soccer Expansion, Terrebonne Parish, Louisiana.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated October 26, 2022 with LA Contracting Enterprise, LLC, for Parish Project No. 21-PARK-05, Bayou Country Sports Park Soccer Expansion, Terrebonne Parish, Louisiana, and

**WHEREAS**, it is necessary to increase contract time by one hundred eighteen (118) days due to delays due to electrical supply chain issues and adverse weather conditions, and

WHEREAS, this change order will not change the overall contract price, and

**WHEREAS**, this Change Order No. 1 has been recommended by the Engineer, All South Consulting Engineers, LLC, for this project, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove, or his designee, of Change Order No. 1 to the construction agreement with LA Contracting Enterprise, LLC for Parish Project No. 21-PARK-05, Bayou Country Sports Park Soccer Expansion, Terrebonne Parish, Louisiana, for an increase of one hundred eighteen (118) days in construction time.

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to Engineer, All South Consulting Engineers, LLC.

THERE WAS RECORDED: YEAS: NAYS: ABSENT & NOT VOTING:		
And the Chairman declared the resolution ado 2023.	pted on this	day of
* * *	* * * *	
I, TAMMY E. TRIGGS, Clerk of the Tenthereby certify that the foregoing is a true and contemporare and contemporare and contemporare and contemporare are sent as a sent and contemporare are sent as a sent and contemporare are sent as a s	rrect copy of the RE	SOLUTION adopted by the
GIVEN UNDER MY OFFICIAL SIGNA DAY OF, 2023.		OF OFFICE THIS
		RIGGS, CLERK E PARISH COUNCIL



August 15, 2023

Ms. Madeleine M Bodin, E.I. Terrebonne Parish Consolidated Government Engineering Division P. O. Box 2768 Houma, LA 70364

Re:

**Bayou Country Sport Park - Soccer Expansion** 

**TPCG Project No. 21-PARK-05** 

Change Order #1

Ms. Bodin,

Enclosed please find four (4) copies of change order #1 with quantity spreadsheet for further processing for the above referenced project. This change order is for adverse weather conditions and delays due to electrical supply chain issues through no fault of the contractor (parts scheduled for delivery mid October).

Thank you and please do not hesitate to contact me if you have any questions, concerns or require additional information.

Sincerely,

All South Consulting Engineers, LLC

Jay A. Duplantis

Construction Manager

#### **CHANGE ORDER**

PROJECT: Bayou Country Sports Park (Soccer Expansion)	DATE OF ISSUANCE: August 15, 2023
OWNER: Terrebonne Parish Consolidated Government	
CONTRACTOR: LA Contracting Enterprise	OWNER'S Project No. 21-PARK-05
Contract for: Recreation, 2 soccer fields with lights, 3	ENGINEER: All South Consulting Engineers, LLC
sand pit volleyball courts and roadway	ENGINEER's Project No. 032-028-01

You are directed to make the following changes in the Contract Documents.

Description: Add 118 Additional Calendar Days to the contract time.

Purpose of Change Order: Time added for adverse weather conditions and delays due to electrical supply chain issues through no fault of the contractor (parts scheduled for delivery mid October). New contract end date is October 31, 2023.

Attachments: (List documents supporting change)

Change Order Quantity Spreadsheet

CHANGE IN CONTRACT PR	UCE	CHANGE IN CONTRACT TIME
Original Contract Price		Original Contract Time
\$ 2,453,002.00		210 days
¥		days or date
Previous Change Orders No to N	Vo	Net change from previous Change Order
\$		0
\$		days
Contract Price prior to this Change Order	•	Contract Time Prior to this Change Order
\$ 2,453,002.00		210 days
		days or date
Net Increase (decrease) of this Change O	rder	Net Increase (decrease) of this Change Order
\$		118
		days
Contract Price with all approved Change	Orders	Contract Time with all approved Change Order
\$ 2,453,002.00		328 days
		days or date
RECOMMENDED:	APPROVED:	APPROVED:
DyEngineer	by	by
Engineer		Owner Contractor
Date	Data	Data

# TERREBONNE PARISH CONSOLIDATED GOVERNMENT CHANGE ORDER QUANTITY SPREADSHEET

DATE:

1 8/15/2023

PROJECT NUMBER AND DESCRIPTION: Owners Project No. 21-PARK-05 - ASCE Project No. 032-028-01

CHANGE ORDER NO.

			Bayou Country	Sports Park -	Soccer Expansi	on	
			LA Contracting	Enterprise, Ll	_C		
			1645 St. Patrick				
			Thibodaux, LA	70301			
				T			
FC			UNIT	ļ	VISED		GINAL
iO.	ITEM	UNIT	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT
	Current Contract Amount	LS	\$2,453,092.00	1	\$2,453,092.00	1	\$2,453,092.00
1					\$0.00		\$0.00
					7		
					<u> </u>		
			TOTAL:		\$2,453,092.00		\$2,453,092.00
	CONTRACT SUM PRIOR TO THIS CHANG	E ORDER			\$2,453,092.00		<b>42,100,002.00</b>
	CURRENT CHANGE ORDER AMOUNT:				\$0.00		
	REVISED CONTRACT SUM:				\$2,453,092.00		
	ADDITIONAL CONTRACT DAYS AWARD	ED:			118		
	REVISED SUBSTANTIAL COMPLETION I	DATE:			31-Oct-23		
	EXPLANATION OF CHANGE ORDER:		Addition of 118	contract days	to allow for rain	delay days a	long with
			electrical equipr	nent schedule	ed to be delivere	d in mid Octo	ber
	RECOMMENDED BY:						
					DATE:		
	Engineer				,		
	APPROVED BY:						
	Contractor		The state of the s		DATE:		
					D 4 77		
					DATE:		

Category Number: Item Number: 12.



Monday, August 21, 2023

#### **Item Title:**

Amendment No. 1 for Bayou Country Sports Park Soccer Expansion

## **Item Summary:**

**RESOLUTION:** Providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. 21-PARK-05, Bayou Country Sports Park Soccer Expansion, Terrebonne Parish, Louisiana.

#### **ATTACHMENTS:**

Description	Upload Date	Type
Executive Summary	8/16/2023	Executive Summary
Resolution	8/16/2023	Resolution
Backup Material	8/16/2023	Backup Material



# **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

## PROJECT TITLE

Project No. 21-PARK-05

**Bayou Country Sports Park Soccer Expansion** 

## PROJECT SUMMARY (200 WORDS OR LESS)

Construction of improvements to the Bayou Country Sports Park soccer area.

# PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The purpose of this amendment is to make changes to Additional Services due extensive reworking of the project during the design phase requested by TPCG.

TOTAL EXPENDITURE						
	Increase of \$57,070.34					
		AMOUNT S	HOWN ABOVE IS: (CIRC	CLE ONE)		
		ACTUAL		ESTIMATED		
	IS PROJECTALREADY BUDGETED: (CIRCLE ONE)					
N/A	NO	YES	IF YES AMOUNT BUDGETED:	\$3,015,588.55		

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	<u>6</u>	7	8	9
Jeanne P. Bray					8/16/202	23			
Si	gnature					Da	te		

OFFERED BY: SECONDED BY:

#### RESOLUTION

A resolution providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. 21-PARK-05, Bayou Country Sports Park Soccer Expansion, Terrebonne Parish, Louisiana.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into an Engineering Agreement dated March 30, 2021 with All South Consulting Engineers, LLC, for the Project entitled **Parish Project No. 21-PARK-05, Bayou Country Sports Park Soccer Expansion**, and

**WHEREAS**, the Engineering Agreement between OWNER and ENGINEER only has provisions for certain limitations for Basic and Additional Services, and

**WHEREAS**, it is necessary to make changes to the contract due the extensive re-working of the project during the design phase, and

**WHEREAS**, the firm of All South Consulting Engineers, LLC has been asked to perform these activities under the Additional Services section of the Engineering Agreement for this project, and

**WHEREAS**, the TPCG is desirous of having these services continued so that there is a need to increase the upset limit, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve this Amendment No. 1 to the Engineering Agreement for a total increase of \$57,070.34 and authorizes Parish President, Gordon E. Dove, or his designee, to execute this Amendment No. 1 to the Engineering Agreement for Parish Project No. 21-PARK-05, Bayou Country Sports Park Soccer Expansion with All South Consulting Engineers, LLC, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to the Engineer, All South Consulting Engineers, LLC.

THERE WAS RECORDED:
YEAS:

NAYS: NOT VOTING: ABSENT

And the Chairman declared the resolution adopted on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2023.

\*\*\*\*\*

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2023.

TAMMY E. TRIGGS ASSISTANT COURT CLERK TERREBONNE PARISH COUNCIL

#### **Madeleine Bodin**

From: Stevie Smith <ssmith@ascellc.com>
Sent: Wednesday, December 14, 2022 3:34 PM

**To:** Madeleine Bodin; Jeanne Bray **Subject:** BCSP Request for Amendment

Attachments: 21-PARK-05 BCSP Soccer - Cert Bid Tab.pdf

#### **External Sender**

This email is from a sender outside of Terrebonne Parish Consolidated Government's email system. **DO NOT** click on any links, open any attachments, or reply unless you trust the sender and know the content is safe. If you are unsure or have questions, please contact Information Technology for assistance.

Madeline and team,

Thanks for the feedback on the fee adjustment request. I would like to request a different analysis of t this project based on the following.

This project has seen several substantial changes as it developed, particularly related to the parking and beach areas. The original project included the following features

- Two soccer fields
- Field Lighting for those two fields
- A Parking Lot
- Beach Volleyball
- Beach area
- Access road

Over a 2 year period, we made several submittals on this project. Up until march of 2022, the project included all the features, including the beach area and the parking lot. All South completed the engineering and design for those features.

All South presented an estimated cost for the project in March of 2022. The estimated cost at that time was \$1,994,773. This cost exceeded the available funds for the project, and the TPCG asked All South to remove the parking lot and the beach area from the project. This was an effort to scale back the project to a budget that the TPCG could afford. The final cost estimate provided to the TPCG (\$1.533M) reflected that change, but was not reflective of the work by All South since approximately \$400,000 was removed from the project value.

As we all know, the project was bid in May, with a bid of approximately \$2.4M (see attached bid tab). Unfortunately, this bid could not be awarded, and the TPCG worked with All South to rebid the project in July. This bid also came in at \$2.4M, which is clearly the market value of the work. All South did not provide a revised cost estimate prior to the second bid since the first bid was the best benchmark for bidding purposes. And All south worked extensively with the TPCG to identify and allocate the necessary dollars to support the second advertisement, bidding, and ultimately the award of the project.

In light of this effort, I would ask that the TPCG use the May bid as the benchmark for our engineering fee. If All South had updated the cost prior to the second bid, it would have been that number.

I think All South has always demonstrated a willingness to be flexible and supportive of the TPCG as this, and other projects, move from concept to design to construction. I would appreciate consideration of this request.	

Category Number: Item Number: 13.



Monday, August 21, 2023

#### **Item Title:**

Partial Substantial Completion for Bayou Country Sports Park Soccer Expansion

## **Item Summary:**

**RESOLUTION:** Providing for the acceptance of work performed by LA Contracting Enterprise, LLC, in accordance with the Certificate of Partial Substantial Completion for Parish Project No. 21-PARK-05, Bayou Country Sports Park Soccer Expansion, Terrebonne Parish, Louisiana.

#### **ATTACHMENTS:**

Description	<b>Upload Date</b>	Туре
Executive Summary	8/16/2023	Executive Summary
Resolution	8/16/2023	Resolution
Backup Material	8/16/2023	Backup Material



## **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

## PROJECT TITLE

21-PARK-05 Bayou Country Sports Park Soccer Expansion

# PROJECT SUMMARY (200 WORDS OR LESS)

Construction of improvements to the Bayou Country Sports Park soccer area.

# PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This certificate of Partial Substantial Completion applies to all Work that has been inspected and that the work is partially substantially completed in accordance with the Contract Documents.

TOTAL EXPENDITURE					
N/A					
	AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
	<u>ACTUAL</u> ESTIMATED				
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)					
N/A	NO	YES	IF YES AMOUNT BUDGETED:	N/A	

	COU	NCIL D	ISTRI	CT(S) I	MPACT	ED (CIR	CLE ONE	2)	
PARISHWIDE	1	2	3	4	5	<u>6</u>	7	8	9
Jeanne P. Bray					8/15/202	23			
Signature						Dat	te		

OFFERED BY: SECONDED BY:

#### RESOLUTION

A resolution providing for the acceptance of work performed by LA Contracting Enterprise, LLC, in accordance with the Certificate of Partial Substantial Completion for Parish Project No. 21-PARK-05, Bayou Country Sports Park Soccer Expansion, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated October 26, 2022 with LA Contracting Enterprise, LLC, for Parish Project No. 21-PARK-05, Bayou Country Sports Park Soccer Expansion, Terrebonne Parish, Louisiana, as will be seen by reference to said contract which is recorded under Entry No. 1661190 of the records of Terrebonne Parish, and

**WHEREAS**, the work performed has been inspected by authorized representatives of the Owner, Engineer, and Contractor and found to be partially substantially complete, and

**WHEREAS**, the Engineer for this project, All South Consulting Engineers, LLC, recommends the acceptance of the partial substantial completion, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby accept the work performed, effective as of the date of recording of this resolution, and does authorize and direct the Clerk of Court and Ex-Officio Recorder of Mortgages of Terrebonne Parish to note this acceptance thereof in the margin of the inscription of said contract under Entry No. 1661190 of the Records of Terrebonne Parish, Louisiana, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to All South Consulting Engineers, LLC, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be recorded in the office of the Clerk of Court of Terrebonne Parish to commence a 45-day clear lien period, and

**BE IT FURTHER RESOLVED** that the Administration is authorized to make payment of retainage upon the presentation of a Clear Lien Certificate.

THERE WAS RECOR	DED:			
YEAS:				
NAYS:				
NOT VOTING	<b>3</b> :			
ABSENT:				
The chairman declared	the resolution adopted on this	day of	, 2023.	
	****	****		
the foregoing is a true	TRIGGS, Clerk of the Terrebonne e and correct copy of the RESOL B, at which meeting a quorum was pr	UTION adopted by the	•	•
GIVEN UND	ER MY OFFICIAL SIGNATURE, 2023.	AND SEAL OF OFF	ICE THIS	_ DA
		TAMMY	TRIGGS CLERK	

TERREBONNE PARISH COUNCIL



www.ascelic.com

RECEIVED

AUG 1 5 2023

August 11, 2023

Madeleine Bodin **Terrebonne Parish Consolidated Government** PO Box 2768 Houma, LA 70361 ENGINEERING

Re:

21-PARK-05 Bayou Country Sports Park (Soccer Expansion)

**Partial Substantial Completion** 

Dear Ms. Madeleine Bodin,

Attached are four (4) copies of the partial substantial completion certificate along with a punch list, Please execute and return two (2) copies to me for further processing and retain two (2), one (1) for your records and one (1) for recording.

The partial substantial completion site walk took place on 8/11/2023. Item No. 021 – Lighting Controls, Conduit, Gear and Wiring are expected to arrive in October 21023. \$8,000.00 will be held out as retainage for this item. All other work retainage applies until the clear lien period is over. Substantial completion documentation will not be finalized until all punch list items are confirmed repaired.

Please do not hesitate to contact me if there are any questions.

Sincerely,

All South Consulting Engineers, LLC

Jay A. Duplantis

Construction Manager

#### CERTIFICATE OF PARTIAL SUBSTANTIAL COMPLETION

OWNER'S Project No. <u>21-PARK-05</u>

ENGINEER'S Project No. 032-028-01

Project: <u>Bayou Country Sports Park - (Soccer Expansion)</u>

CONTRACTOR: LA Contracting Enterprises, LLC.

Contract For: Base Bid and Alternate No.1

Contract Date: October 26, 2022

This Certificate of Partial Substantial Completion applies to all Work under the Contract Documents or specified part thereof, Except Item No.021:

Retainage in the amount of \$101,167.37 applies to this Partial Substantial Completion.

\$8,000.00 shall be retained until the work for Item No.021 - Lighting Controls, Conduit, Gear and Wiring - is completed and accepted (panels expected to arrive in October 2023).

To: <u>Terrebonne Parish Consolidated Government</u> OWNER

And to: <u>LA Contracting Enterprises</u>, <u>LLC</u>.

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be partially substantially complete in accordance with the Contract Documents on

# August 11, 2023 DATE OF PARTIAL SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_45\_ days of the above date of Partial Substantial Completions.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:	
OWNER:	None
CONTRACTOR:	All warranties per the approved Contract Documents.
The following documents are atta	ached to and make a part of this Certificate:  De completed or corrected —
	n acceptance of Work not in accordance with the Contract Documents R's obligation to complete the Work in accordance with the Contract
All	South Consulting Engineers, LLC. ENGINEER
CONTRACTOR accepts this Cer	tificate of Partial Substantial Completion on
OWNER accepts this Certificate	of Partial Substantial Completion on, 2023  onne Parish Consolidated Government  OWNER
Ву	

## BAYOU COUNTRY SPORTS PARK (SOCCER EXPANSION) ENGR. PROJECT NO. 032-028-01 08-11-2023

# TENTATIVE LIST OF ITEMS TO BE COMPLETED OR CORRECTED Visual inspections of the project site was performed on 8-11-23. The results of the inspection is as follows:

- Item No. 1: **Pier sidewalk** grind a smooth transition from first concrete panel installed on parking lot side to existing concrete panel \$200.00
- Item No. 2: **Pier sidewalk** sweep and clean dirt/mud sediment on entire length of sidewalk \$200.00
- Item No. 3: **New Roadway** re-dress shoulder on both sides of the roadway with onsite 610 aggregate for the entire length \$400.00
- Item No. 4: **Volleyball Courts** secure plastic edge guard to treated timber the entire area as needed \$300.00
- Item No. 5: **Volleyball Courts** ensure the tops of all timber piles are smooth cut flush \$200.00
- Item No. 6: **Subsurface Field Drain** repair wash out area on the south end of the eastern most field over subsurface drainpipe \$500.00
- Item No. 7: **Soccer Fields** ensure all field scarring/rutting along with areas holding water are smoothed over/capped to allow for water to drain \$300.00

**END OF LIST** 

Category Number: Item Number: 14.



Monday, August 21, 2023

#### **Item Title:**

Change Order No. 2 for Pavement Markings Project Phase 1B

## **Item Summary:**

**RESOLUTION:** Authorizing the execution of Change Order No. 2 for the Construction Agreement for Parish Project No. 20-ROAD-54 Pavement Markings Project Phase 1B, Terrebonne Parish, Louisiana.

#### **ATTACHMENTS:**

Description	Upload Date	Type
Executive Summary	8/16/2023	Executive Summary
Resolution	8/16/2023	Resolution
Backup Material	8/16/2023	Backup Material



# **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

## PROJECT TITLE

20-ROAD-54 Pavement Markings Project Phase 1B

# PROJECT SUMMARY (200 WORDS OR LESS)

Replacement of pavement markings throughout the parish.

# PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Change Order No. 2 is required to balance installed quantities with contract quantities.

		<b>1</b>	TOTAL EXPENDITURE			
Decrease of \$5,583.71						
	AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)					
<u>ACTUAL</u> ESTIMATED						
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)						
N/A	NO	YES	IF YES AMOUNT BUDGETED:	\$361,045.29		
		•				

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9
Jeanne P. Bray					08/14/20	023			
Signature						Da	 te		

OFFERED BY: SECONDED BY:

#### RESOLUTION

A resolution authorizing the execution of Change Order No. 2 for the Construction Agreement for Parish Project No. 20-ROAD-54 Pavement Markings Project Phase 1B, Terrebonne Parish, Louisiana.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated December 21, 2022 with Southern Synergy, LLC, for Parish Project No. 20-ROAD-54 Pavement Markings Project Phase 1B, Terrebonne Parish, Louisiana, and

WHEREAS, it is necessary to balance installed quantities with contract quantities, and

**WHEREAS**, this change order will decrease the overall contract price by Five Thousand, Five Hundred Eighty-Three Dollars and Seventy-One Cents (\$5,583.71), and

**WHEREAS**, this Change Order No. 2 has been recommended by the Engineer, Milford & Associates, Inc., for this project, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove, or his designee, of Change Order No. 2 to the construction agreement with Southern Synergy, LLC for Parish Project No. 20-ROAD-54 Pavement Markings Project Phase 1B, Terrebonne Parish, Louisiana, for a decrease to the contract amount in the amount of Five Thousand, Five Hundred Eighty-Three Dollars and Seventy-One Cents (\$5,583.71) with no change in construction time.

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to Engineer, Milford & Associates, Inc.

THERE WAS RECORDED:		
YEAS:		
NAYS:		
ABSENT & NOT VOTING:		
And the Chairman declared the resolution add 2023.	opted on this	day of
* * *	* * * *	
I, Tammy E. Triggs, Clerk of the Terreb hereby certify that the foregoing is a true and conterrebonne Parish Council on quorum was present.	orrect copy of the RES	SOLUTION adopted by the
GIVEN UNDER MY OFFICIAL SIGN DAY OF, 2023		OF OFFICE THIS
	TAMMY E. TR	IGGS, CLERK
		PARISH COUNCIL

NO:	2/FINAL

# CHANGE ORDER MILFORD & ASSOCIATES, INC. DATE: JULY 31, 2023

OWNER'S PROJECT NO: 2	20-ROAD-54		20-64					
PROJECT:_		PAVEMENT MARKINGS PROJEC	PAVEMENT MARKINGS PROJECT PHASE 1B					
CONTRACTOR:								
CONTRACT FOR: _	\$ 280,793.00		CONTRACT RECORDED:	21-Dec-22				
TO:	***************************************	SOUTHERN SYNERGY, I	rrc					
		CONTRACTOR						
YOU ARE DIRECTED TO MAKE THE	E CHANGES NOTED BELOW IN THE SU	JBJECT CONTRACT:						
		TERREBONNE P.	ARISH CONSOLIDATED GOVERNMEI	NT				
			OWNER					
		BY:						
		DATE:						

NATURE OF CHANGES:  REF. NO.	FINAL AND EQUALIZING CHANGE ORDER #2  BASE BID	ату.	UNIT OF MEASURE	UI	NIT PRICE		AMOUNT
INCREASE 731-02 (W)	REFLECTORIZED RAISED PAVEMENT MARKERS (WHITE)	334	EACH	\$	12.50	\$	4,175.00
DECREASE 731-02 (B)	REFLECTORIZED RAISED PAVEMENT MARKERS (BLUE)	-19	EACH	Ś	12.50	<del>-</del>	(237.50
DECREASE 731-02 (Y)	REFLECTORIZED RAISED PAVEMENT MARKERS (YELLOW)	-633	EACH	\$	12.50	\$	(7,912.50
DECREASE 732-01 (SW6)	PLASTIC PAVEMENT STRIPING 6" WIDTH (SOLID WHITE)	-1848	L.F.	\$	3.50	\$	(6,468.00
DECREASE 732-01 (W12)	PLASTIC PAVEMENT STRIPING 12" WIDTH (SOLID WHITE)	-560	L.F.	\$	15.00	\$	(8,400.00
DECREASE 732-01 (SY12)	PLASTIC PAVEMENT STRIPING 12" WIDTH (SOLID YELLOW)	-469	L.F.	\$	15.00	\$	(7,035.00
INCREASE 732-01 (W24)	PLASTIC PAVEMENT STRIPING 24" WIDTH (SOLID WHITE)	264	L.F.	\$	30.00	\$	7,920.00
INCREASE 732-01(SW4)	PLASTIC PAVEMENT STRIPING 4" WIDTH (SOLID WHITE)	14.82	L.M.	\$	6,000.00	\$	88,920.00
DECREASE 732-02(SW4)	PLASTIC PAVEMENT STRIPING 4" WIDTH (SOLID WHITE)	-14.79	L.M.	\$	6,000.00	\$	(88,740.00
INCREASE 732-02(SY4)	PLASTIC PAVEMENT STRIPING 4" WIDTH (SOLID YELLOW)	0.81	L.M.	\$	6,000.00	\$	4,860.00
DECREASE 732-03(BY4)	PLASTIC PAVEMENT STRIPING 4" WIDTH (BROKEN YELLOW)	-0.92	L.M.	\$	3,000.00	\$	(2,760.00
DECREASE 732-03(BW6)	PLASTIC PAVEMENT STRIPING 6" WIDTH (BROKEN WHITE)	-0.32	L.M.	\$	4,000.00	\$	(1,280.00
DECREASE 732-04	PLASTIC PAVEMENT STRIPING (LEGEND SYMBOL WHITE)	-3	EACH	\$	450.00	\$	(1,350.00
	ALT, BID NO. 1						
DECREASE 731-02 (W)	REFLECTORIZED RAISED PAVEMENT MARKERS (WHITE)	-5	EACH	\$	12.50	\$	(62.50
DECREASE 731-02 (B)	REFLECTORIZED RAISED PAVEMENT MARKERS (BLUE)	-1	EACH	\$	12.50	\$	(12.50
INCREASE 731-02 (Y)	REFLECTORIZED RAISED PAVEMENT MARKERS (YELLOW)	69	EACH	\$	12.50	\$	862.50
DECREASE 732-01 (SW6)	PLASTIC PAVEMENT STRIPING 6" WIDTH (SOLID WHITE)	-40	L.F.	\$	3.50	\$	(140.00
DECREASE 732-01 (W12)	PLASTIC PAVEMENT STRIPING 12" WIDTH (SOLID WHITE)	-72	L.F.	\$	15.00	\$	(1,080.00
DECREASE 732-01 (Y12)	PLASTIC PAVEMENT STRIPING 12" WIDTH (SOLID YELLOW)	-352	L.F.	\$	15.00	\$	(5,280.00
INCREASE 732-01 (W24)	PLASTIC PAVEMENT STRIPING 24" WIDTH (SOLID WHITE)	358	L.F.	\$	30.00	\$	10,740.00
DECREASE 732-02(SY4)	PLASTIC PAVEMENT STRIPING 4" WIDTH (SOLID YELLOW)	-0.05	L.M.	\$	6,000.00	\$	(300.00
DECREASE 732-02(SY6)	PLASTIC PAVEMENT STRIPING 6" WIDTH (SOLID YELLOW)	-0.09	L.M.	\$	10,000.00	\$	(900.00
DECREASE 732-03(BY4)	PLASTIC PAVEMENT STRIPING 4" WIDTH (BROKEN YELLOW)	-0.17	L.M.	\$	3,000.00	\$	(510.00
DECREASE 732-03(BW6)	PLASTIC PAVEMENT STRIPING 6" WIDTH (BROKEN WHITE)	-0.05	L.M.	\$	4,000.00	\$	(200.00
	CO#1						
INCREASE 737-01(Y12)	12" YELLOW PAINT ROLLOVER CURB	187	Ł.F.	\$	3.00	\$	561.00
	CO#2						
ADD 732-01(SW8)	PLASTIC PAVEMENT STRIPING 8" WIDTH (SOLID WHITE)	1657	L.F.	\$	4.67	\$	7,738.19
ADD 732-02(SY8)	PLASTIC PAVEMENT STRIPING 8" WIDTH (SOLID YELLOW)	20	L.F.	\$	4.67	\$	93.40
ADD 732-03(BW8)	PLASTIC PAVEMENT STRIPING 8" WIDTH (BROKEN WHITE)	260	L.F.	\$	4.67	\$	1,214.20
	TOTAL DECREASE					Ś	(5,583.71

THESE CHANGES RESULT IN THE FOLLOWING ADJUSTMENT OF CONTRACT PRICE	E AND TIME:		
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER	\$		366,629.00
NET INCREASE RESULTING FROM CHANGE ORDER	\$		
NET DECREASE RESULTING FROM CHANGE ORDER	\$		5,583.71
CURRENT CONTRACT PRICE INCLUDING CHANGE ORDER	\$		361,045.29
CONTRACT TIME PRIOR TO CHANGE ORDER	104	(WC	DRKING DAYS)
NET INCREASE RESULTING FROM CHANGE ORDER	Service Control of the Control of th	- (WC	ORKING DAYS)
NET DECREASE RESULTING FROM CHANGE ORDER		·	ORKING DAYS)
CURRENT CONTRACT PRICE INCLUDING THIS CHANGE ORDER	104	• Read	ORKING DAYS)
THE ABOVE CHANGES ARE APPROVED:	MILFO	ORD & ASSOCIATES, INC.	
BY:		ENGINEER	
	FLOY	D E. MILFORD, III, P.E.	
DATE:_			
THE ABOVE CHANGES ARE ACCEPTED:	sou	THERN SYNERGY, LLC	
	. 1	CONTRACTOR	
BY: _	X		
	2 . )	Lam Nguyen, CEO	
DATE:_	08/20	4/23	

			Asi		ВУ		AN AN
	IN-HWINT-HAOD CHINCIPOSN	OWNER TERRETOWNE PARISH CONSOLIDA	4wo	OCIMTES, INC	ENGINEER MILIORD & ASSOCIATES, INC	бульс	CONTRACTOR SOUTHERN SYNEAGY, LLC
5,80.71	TOTAL UNDERGON- 3	- I				1	
352,735.29		JSKJ19.00	10175				
1,214,20				\$ 467	ELASTIC PACINEST STRICTED S. WIDTH (BROKEN WHITE)	TANK DAVING TANKS IN	ADDITION (22-13/BWS)
93 40	20 S			\$ 467	CLASH CRACKENING STRIPLINGS WIDTH (SOLID VILLOW)	PLASTIC PAVEMENT	ADDITION AND AND ASSESSED.
7,73x 19	1657 \$			43	EXAME PAYENT STRENG 8, MIDTH (SOLID WHITE)	RANKI MALMENI	ADDITION (See (SW8)
3,747 00	1249	3,186.00	1002 5	\$ 300	12" YELLOW PAINT ROLL, OVER CURB	OTER .71	TACKINE CO. ( 50-0)( A12)
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5,970,00	1.00	0,430000	216 5	\$ 3,000.00	CLASTIC PAYEMENT STRIPING 4" WIDTH (BEOKEN YELLOW)	MASTIC PAVENIENTS	DECKEASE 752-18894)
	0 8	900 00	8 600	S 10,000.00	PLASTIC PAVEMENT STRIPING 6" WIDTH (SOLID YILLOW)	PLASTIC PAVEMENT	DECREASE 732-02(\$76)
8,160 00	1.36	8,470.00	S 111	S 6,000,00	PLASTIC PAVEMENT STRIPING 4" WIDTH (SOLID YELLOW)	HASTIC PAVEMENT	DECREASE 732-02(SY4)
15.510 00	\$17 \$	4,770.00	\$ 651	\$ 3000	PLASTIC PAVEMENT STRIPNO 24" WIDTH (SOLID WHITE)	PLASTIC PAVEMENT	INCREASE 7/2-4/(W24)
2,010 (4)	ī.	72000	486	\$ 1500	TASTIC PAYLMEST STRIPNO 12" WIDTH (SOLD) YELLOW)	PLASTIC PAYLMENTS	DECREASE 732-01(Y12)
00 581%	(4))	10,215.00	5 (8)	s s	PLASTIC PAVEMENT STRIPING 12" WIDTH (SOLID WITH)	PLASTIC PAVEMENT	DECREASE 732-01(W12)
3,220.00	\$ 029	600A'S	5 0.56	\$ 350	PLASTIC PAVEMENT STRIPING 6" WIDTH (SOLID WHITE)	PLASTIC PAVEMENT	DECREASE 732-01(SW6)
7,837 50	627 S	6,975 00	558 5	s 12.50	REFLECTORIZED RAINED PAVEMENT MARKERS (YELLOW)	REFLECTORIZED RAIS	INCREASE 731-02(Y)
287 50	S S	30000	S RC	5 12.50	REFLECTORIZED RAISED PAVEMENT MARKERS (HLUE)	REFLECTORIZED RA	DECREASE 731-02(B)
\$12.50	4	575 00	*	S 12.50	REFLECTORIZED RAISED PAVEMENT MARKERS (WIIITE)	REFLECTORIZED RA	DECREASE 731-02(W)
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280 00	0.07	1,560.00	039		TOST PORTER STREET, ST	THE PROPERTY OF THE PARTY OF TH	CONTROL OF STREET
24,660,00	NH NH	27,420.00			LIVETTE DATE STRIPTION - MIDTH (BEOSTER MITTER)	EL VALLE DE LA LEMENT SE LE LA LEMENT SE LE ENT SE LE ENT SE LE LE LEMENT SE LE	DECREASE (SOURS)
42,480,00	708 8	\$7,620.00	627 5		FLASHC JAVESSESI SHRING 4 WIDTH SOUTH MATTOW)	LIVERIO LA VENENT	PECKENSE VENESTAL
	s	88,740.00	1479 S		PLASTIC PAVEMENT STRIPNOG "WIDTH (SOLID WILLIE)	PLASTIC PAYEMENT	DECREASE 7/2-02/SW4)
00 026'NK	14.82 5		c c	\$ 6,000.00	PLASTIC PAVEMENT STRIFTNO 4" WIDTH (SOLID WITHTE)	PLASTIC PAVEMENT	EXCREASE 782-01(SW4)
40,320.60	1344 8	.52,450.00	1080 5	\$ 30.00	PLASTIC PAVIEMENT STRIPING 24" WIDTH (SOLID WHITE)	PLASTIC PAVEMENT	INCREASE 732-01(W24)
	9 5	7,045100	4//0 5	S 15:00	PLASTIC PAVEMENT STRIPENG 12" WIDTH (SOLID YELLOW)	PLASTIC PAVEMENTS	DECREASE 732-01(SY12)
N. N. N. S.	\$ 265	1728016	1152 \$	S 15 to	PLASTIC PAALMENT NTRIPING 12" WIDTH (SOLID WHITH)	MASTIC PAVIMENT	DECREASE 732-01(W12)
12,617.50		05 580 01	\$454	\$ 350	PLASTIC PAVEMENT STRIPNO & WIDTH (SOLID WHITE)	TLASTIC PAVEMENT	DECREASE 732-01(SW6)
27,17540	2772	35,087,50	2907 5	8 12.50	REFLECTORIZED RAISED PAVEMENT MARKERS (YELLOW)	REFLECTORIZED RAD	DECREASE 731-02(Y)
95056	76 8	1,187,50	95	S 12.50	REFLECTORIZED RAISED PAVEMENT MARKERS (BLUE)	REFLECTORIZEDRA	DECREASE 731-02(B)
7,457 50	595	3,262.50	261 8	S 12.50	REFLECTORIZED RAINED PAVEMENT MARKERS (WHITE)	RELLCTORIZED KA	DICKEASE 731-02(W)
AMOUNT	QUANTITY	AMOUNT	QUANTITY	Colt. Mark	and the second		
	REVISED		ORIGINAL	A DIEG LINII	BASE BID ITEMS		REF. NO.
					GE ORDER	EXPLANTATION OF CHANGES: FINAL AND EQUALIZING CHANGE ORDER	APLANTATION OF CHANGES:
		THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COL	The state of the s	100			
		Contractor: NORTHERN SYNERGY 11C	Contractor SOI				
	DATED GOVERNMENT	420-ROAD-SI	20-1 Connect 1 ENG				
		Project: PAVEMENT MARKINGS PROJECT PHASE	Project: PAV				
1 101	Sheet:					863-2123	OFFICE (985) 868-2561/FAX (985) 868-2123
Z/FINAL	Dated						HOUMA, LA 70360

Category Number: Item Number: 15.



Monday, August 21, 2023

#### **Item Title:**

Substantial Completion for Pavement Markings Project Phase 1B

## **Item Summary:**

**RESOLUTION:** Providing for the acceptance of work performed by Southern Synergy, LLC, in accordance with the Certificate of Substantial Completion for Parish Project No. 20-ROAD-54 Pavement Markings Project Phase 1B, Terrebonne Parish, Louisiana.

## **ATTACHMENTS:**

Description	Upload Date	Type
Executive Summary	8/16/2023	Executive Summary
Resolution	8/16/2023	Resolution
Backup Material	8/16/2023	Backup Material



# **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

## PROJECT TITLE

20-ROAD-54 Pavement Markings Project Phase 1B

# PROJECT SUMMARY (200 WORDS OR LESS)

Replacement of pavement markings throughout the parish.

# PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This certificate of Substantial Completion applies to all Work that has been inspected and that the work is substantially completed in accordance with the Contract Documents.

		TO	OTAL EXPENDITURI	E
			N/A	
		AMOUNT S	HOWN ABOVE IS: (CIR	CLE ONE)
		<b>ACTUAL</b>		ESTIMATED
	]	S PROJECTAL	LREADY BUDGETED: (C	CIRCLE ONE)
N/A	NO	YES	IF YES AMOUNT BUDGETED:	N/A

	COU	NCIL D	ISTRI	CT(S) II	MPACT	TED (CIR	CLE ONE	E)	
<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9
Jeanne P. Bray					8/15/202	23			
Si	gnature					Da	te		

OFFERED BY: SECONDED BY:

#### RESOLUTION

A resolution providing for the acceptance of work performed by Southern Synergy, LLC, in accordance with the Certificate of Substantial Completion for Parish Project No. 20-ROAD-54 Pavement Markings Project Phase 1B, Terrebonne Parish, Louisiana.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated December 21, 2022 with Southern Synergy, LLC, for Parish Project No. 20-ROAD-54 Pavement Markings Project Phase 1B, Terrebonne Parish, Louisiana, as will be seen by reference to said contract which is recorded under Entry No. 1664223 of the records of Terrebonne Parish, and

**WHEREAS**, the work performed has been inspected by authorized representatives of the Owner, Engineer, and Contractor and found to be substantially complete, and

**WHEREAS**, the Engineer for this project, Milford & Associates, Inc., recommends the acceptance of the substantial completion, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby accept the work performed, effective as of the date of recording of this resolution, and does authorize and direct the Clerk of Court and Ex-Officio Recorder of Mortgages of Terrebonne Parish to note this acceptance thereof in the margin of the inscription of said contract under Entry No. 1664223 of the Records of Terrebonne Parish, Louisiana, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to Milford & Associates, Inc., and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be recorded in the office of the Clerk of Court of Terrebonne Parish to commence a 45-day clear lien period, and

**BE IT FURTHER RESOLVED** that the Administration is authorized to make payment of retainage upon the presentation of a Clear Lien Certificate.

THERE WAS RECORDED:		
YEAS:		
NAYS:		
NOT VOTING:		
ABSENT:		
The chairman declared the resolution adopted on this	day of	, 2023.
****	****	
I, TAMMY E. TRIGGS, Clerk of the Terrebonne the foregoing is a true and correct copy of the RESOI, 2023, at which meeting a quorum was p	LUTION adopted by the	
GIVEN UNDER MY OFFICIAL SIGNATURE, 2023.	E AND SEAL OF OFFI	ICE THIS DAY
	TAMMY E	TRIGGS, CLERK

TERREBONNE PARISH COUNCIL

#### CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER's Project No.:20-ROAD-54	ENGINEER's PROJECT NO.: 20-64
Project: Pavement Markings Project Phase 1B	
CONTRACTOR: Southern Synergy L.L.C.	
Contract For: <u>\$280,793.00</u>	Contract Date Recorded: <u>December 21, 2022</u>
This Certificate of Substantial Completion applies to all following specified parts thereof:	Work under the Contract Documents or to the
To Southern Synergy	
CONTRACTO	JK

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

# June 7, 2023 DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 45 days of the above date of Substantial Completion.

EJCDC No. 1910-8-D (1983 Edition)

Prepared by the Engineer's Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

#### RESPONSIBILITIES:

OWNER: Operation, maintenance, Permanent insuran	ce shall be
obtained by the Owner before final payment	t, if required.
CONTRACTOR: Security, safety and insurance until date of t	final payment and
completion. Contractor shall maintain all in	surance in
accordance with the specifications.	
The following items are made part of this Certificate: Punch List Items Dated July	y 28, 2023
This certificate does not constitute an acceptance of Work not in accordance with nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with Documents.	the Contract Documents ordance with the Contract
Executed by ENGINEER on	-
Milford & Associates, Inc. ENGINEER	-
By:Floyd E. Milford, III, P.E.	
CONTRACTOR accepts this Certificate of Substantial Completion on	, 20
Southern Synergy LLC CONTRACTOR	-
By:	
OWNER accepts this Certificate of Substantial Completion on	, 20
Terrebonne Parish Consolidated Government OWNER	
Ву:	*

# MILFORD & ASSOCIATES, INC.

#### CIVIL & CONSULTING ENGINEERS

#### July 28, 2023

#### Terrebonne Parish Consolidated Government Pavement Markings Project Phase 1B **Punch List Items** 1) Lafayette Woods needs 4" Solid White Edge. (\$2,280.00)2) East Woodlawn Ranch Road @ Grand Caillou has missing 8" Broken White striping. Also needs to change double 4" yellow to 8" Solid to match new 8" Solid Yellow. (\$560.40)Enterprise and MLK Blvd has 8" Broken White missing. 3) (\$467.00)4) Enterprise from Main to MLK has 4" Broken Yellow missing. (\$240.00)Equity Blvd. has 4" Solid Yellow & 6" Solid White missing. 5) (\$759.03)6) Hobson Street needs 4" Double Yellow Solid from Barataria St. to Railroad Avenue. (\$204.00)Thompson Rd. needs 4" Solid White Edge. 7) (\$540.00)8) Elysian Fields is missing 8" Broken White. (\$350.00)9) Mire Street needs 4" Solid White. (\$170.45) \$5,750.88

Category Number: Item Number: 16.



Monday, August 21, 2023

#### **Item Title:**

SC for Elliot Jones PS

## **Item Summary:**

**RESOLUTION:** Providing for the acceptance of work performed by Sealevel Construction, Inc., in accordance with the Certificate of Substantial Completion for Parish Project 18-DRA-44, Elliot Jones Pump Station Project, Terrebonne Parish, Louisiana.

## **ATTACHMENTS:**

Description	<b>Upload Date</b>	Type
Executive Summary	8/15/2023	Executive Summary
Resolution	8/15/2023	Resolution
Backup	8/15/2023	Backup Material



# **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

## PROJECT TITLE

18-DRA-44 Elliot Jones Pump Station Project

# PROJECT SUMMARY (200 WORDS OR LESS)

Construction of a new pump station

# PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This certificate of Substantial Completion applies to all Work that has been inspected and that the work is substantially completed in accordance with the Contract Documents.

		TO	OTAL EXPENDITURE	
N/A				
		AMOUNT S	HOWN ABOVE IS: (CIRCLE	E ONE)
		ACTUAL	I	ESTIMATED
		IS PROJECTAI	CREADY BUDGETED: (CIRC	CLE ONE)
N/A	NO	<u>YES</u>	IF YES AMOUNT BUDGETED:	\$13,756,540.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	<u>2</u>	3	4	5	<u>6</u>	7	8	9
Jeanne P. Bray					8/15/202	23			
Si	gnature					 Da			

OFFERED BY: SECONDED BY:

#### RESOLUTION

A resolution providing for the acceptance of work performed by Sealevel Construction, Inc., in accordance with the Certificate of Substantial Completion for Parish Project 18-DRA-44, Elliot Jones Pump Station Project, Terrebonne Parish, Louisiana.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated July 6, 2021 with Sealevel Construction, Inc., for Parish Project 18-DRA-44, Elliot Jones Pump Station Project, Terrebonne Parish, Louisiana, as will be seen by reference to said contract which is recorded under Entry No. 1630419 of the records of Terrebonne Parish, and

**WHEREAS**, the work performed has been inspected by authorized representatives of the Owner, Engineer, and Contractor and found to be substantially complete, and

**WHEREAS**, the Engineer for this project, GIS Engineering, LLC, recommends the acceptance of the substantial completion, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby accept the work performed, effective as of the date of recording of this resolution, and does authorize and direct the Clerk of Court and Ex-Officio Recorder of Mortgages of Terrebonne Parish to note this acceptance thereof in the margin of the inscription of said contract under Entry No. 1630419 of the Records of Terrebonne Parish, Louisiana, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to the Engineer, GIS Engineering, LLC, and

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be recorded in the office of the Clerk of Court of Terrebonne Parish to commence a 45-day clear lien period, and

**BE IT FURTHER RESOLVED** that the Administration is authorized to make payment of retainage upon the presentation of a Clear Lien Certificate.

THERE W.	AS RECORDED:		
YI	EAS:		
N	AYS:		
NO	OT VOTING:		
Al	BSENT:		
The chairm	an declared the resolution adopted on this	day of	, 2023.
	*****	****	
	TAMMY TRIGGS, Clerk of the Terrebonne Ping is a true and correct copy of the RESOL, 2023, at which meeting a quorum was pr	UTION adopted by the	
	IVEN UNDER MY OFFICIAL SIGNATURE, 2023.	AND SEAL OF OFFIC	CE THIS DAY
			RIGGS, CLERK
		TERREBON	NE PARISH COUNCIL

# CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: ELLIC	OT JONES PUMP STATION PROJECT
PARISH PROJECT N	O.: 18-DRA-44
DATE OF ISSUANCE	E: August 3, 2023
OWNER:	TERREBONNE PARISH CONSOLIDATED GOVERNMENT
OWNER'S CONTRA	ACT NO. <b>18-DRA-44</b>
CONTRACTOR: S	EVEL CONSTRUCTION, INC. ENGINEER: GIS ENGINEERING, LLC
This Certificate of Sub project above reference	ostantial Completion applies to all Work required as per the Contract Documents for the ed.
TO:	TERREBONNE PARISH CONSOLIDATED GOVERNMENT
	OWNER
AND TO:	SEALEVEL CONSTRUCTION, INC.
	CONTRACTOR
	this Certificate applies has been inspected by authorized representatives of OWNER. ENGINEER, and that Work is hereby declared to be substantially complete in accordance uments on:
	JUNE 29, 2023
	DATE OF SUBSTANTIAL COMPLETION
From the date of Subsecurity, operation, sa follows:	ostantial Completion the responsibilities between OWNER and CONTRACTOR for fety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as
OWNER:	In accordance with the Contract Documents.
CONTRACTOR:	In accordance with the Contract Documents.
	CONTRACTOR shall provide all repairs and extended warranties in accordance with
	Fidelity Manufacturing's generator fuel tank repair letter attached hereto.

The following documents are attached to and made part of this Certificate:

- Punch List
- Generator Fuel Tank Repair Letter dated August 2, 2023, from Sealevel Construction, Inc.'s subcontractor, Fidelty Manufactoring.

A clear lien period, of no less than forty-five (45) consecutive calendar days, shall commence within twenty-one (21) days from the receipt of the present Certificate, as specified in Paragraph 14.11, Section I General Conditions of the Contract Documents.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on:   GIS ENGINEER of Control of C
By: ENGINEER
CONTRACTOR accepts this Certificate of Substantial Completion on :   (Authorized Signature)  (Authorized Signature)
SEALEVEL CONSTRUCTION, INC.
By: (Authorized Signature)
DWNER accepts this Certificate of Substantial Completion on:
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
OWNER By:
(Authorized Signature)



#### **ENGINEER'S PUNCH LIST**



DATE:

Tuesday, July 11, 2023

PROJECT:

Elliot Jones Pump Station

PROJECT NO.: 39130-1112/1113

OWNER: Terrebonne Parish Consolidated Government CONTRACTOR: Sealevel Construction

ENGINEER:

GIS Engineering, LLC

ITEM NO.	DESCRIPTION OF ITEM	DESCRIPTION OF COMPLETION/CORRECTION	V	'ALUE*
1	Touch-Up Paint - Panel "H"		\$	1,500.00
2	Loose Fixing - Panel "L"		\$	250.00
3	Top corner of panel needs to be fixed - Panel "L"		\$	250.00
4	Tag on Battery Boxes (24 Volt System)		\$	250.00
5	Touch-Up Paint - Pump No.4 "Soft Starter J-Box"		\$	1,500.00
6	Touch-Up Paint - Pump No.3 "Soft Starter J-Box"		\$	1,500.00
7	Touch-Up Paint - Pump No.2 "Soft Starter J-Box"		\$	1,500.00
8	Fix Dented Door - Pump No.4 "Soft Starter J-Box"		\$	3,500.00
9	Touch-Up Paint - Restroom Door		\$	1,000.00
10	Housekeeping in restroom, removal glue spots from wall		\$	250.00
11	Touch-Up Paint - Pump No.4		\$	1,500.00
12	Touch-Up Paint - Pump No.3	,	\$	1,500.00
13	Missing nuts on pump motor J-Boxes No.4, No.3, No.2, and No.1		\$	250.00
14	Replace missing nut on base plate Pump No.2		\$	500.00
15	Fix LB-Box gasket - Pump No.4		\$	150.00
16	Fix bent plate on discharge piping support - Pump No.4		\$	1,500.00
17	Installed grating clips below deck section near Pump No.2		\$	1,500.00
18	Discharge piping support are need to be welded Pump No.4, No.3, No.2, and No.1.		\$	5,000.00
19	Touch-Up Paint on west waler and sheet pile west wall.		\$	1,800.00
20	Need to install fencing on the access road - (Sta.0+50)		\$	-
21	Replace fuel tank on Generator No.1 (Warranty)		\$	1,500.00
. 22	As-builds of project and all supporting documentation.		\$	3,500.00
Includes	an estimated Mobilization and Demobilization fee.	PUNCH LIST NEW TOTAL PUNCH LIST ORIGINAL TOTAL RETAINAGE WITHHELD TO DATE (Pay App #21):	The property of	30,200.00 - 614,504.80











Item No.1: Touch-Up Paint - Panel "H".

Item No.2: Loose Fixing - Panel "L".





Item No.3: Touch-Up Paint - Panel "L".

Item No.4: Battery Box Tags (24 Volt system).





Item No.5: Touch-Up Paint - Soft Starter J-Box No. 4.

Item No.6: Touch-Up Paint - Soft Starter J-Box No. 3.











Item No.7: Touch-Up Paint - Soft Starter J-Box No. 2.

Item No.8(a): Fix Dented Door - Pump No.4 "Soft Starter J-Box".

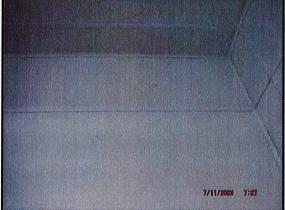




Item No.(8b): Fix Dented Door - Pump No.4 "Soft Starter J-Box".

Item No.9: Touch-Up Paint - Restroom Door.





Item No.(10a): Housekeeping in restroom, removal glue spots from wall.

Item No.(10b): Housekeeping in restroom, removal glue spots from wall.







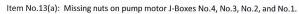




Item No. 11: Touch-Up Paint - Pump No.4.

Item No. 12: Touch-Up Paint - Pump No.3.







Item No.13(b): Missing nuts on pump motor J-Boxes No.4, No.3, No.2, and No.1.



Item No. 14: Replace missing nut on base plate Pump No.2.

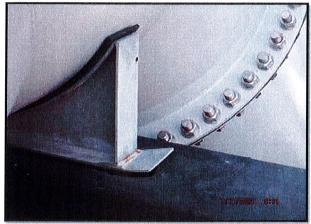


Item No.15: Fix LB-Box gasket - Pump No.4





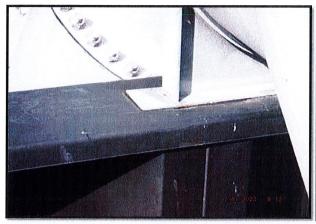




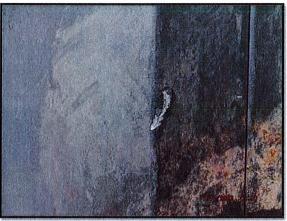
Item No.16: Fix bent plate on discharge piping support - Pump No.4.



Item No. 17: Installed grating clips below deck section near Pump No.2.



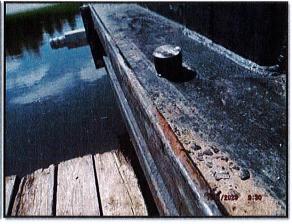
Item: No.18: Discharge piping support are need to be welded Pump No.4, No.3, No.2, and No.1.



Item No.19(a): Touch-Up Paint on west waler and sheet pile west wall.



Item No.19(b): Touch-Up Paint on west waler and sheet pile west wall.



Item No.19(c): Touch-Up Paint on west waler and sheet pile west wall.



August 2, 2023

To: Trey Arcemont

**Nixon Power Services** 

RE: WO#51185 & 49836 Elliot Jones Pump Station - Generator 1 Fuel Tank Repair

Trey,

The tank noted above was confirmed to have a leak by Fidelity Technicians and diagnosed for repair.

#### Repair Plan & Plan Per Company Policy:

- Fidelity will be responsible for repair of the tank and all costs associated with the repair.
- All repairs to the tank will be completely cleaned and recoated per Fidelity and Sherwin Williams painting process.
- Also, replace I beams on silencer on both units & fix electrical issue for the battery heater circuit.
- Once work is complete, an inspection of the repaired areas will be performed and pressure and vacuum tests will be performed and recorded on our standard test forms. We will supply these documents as requested.

#### **Important to note:**

- All Fidelity fuel tanks are constructed and tested to UL142 standards.
- We will be using the same process and equipment on site as we do at our manufacturing facility, using our most experienced team members
- Repairs on site will be done with our most qualified and experienced certified welders.
- Leak checks on site coincides with leak checks in our manufacturing process.
- Tests are done in accordance with UL142 standards.
- The structural integrity of the fuel tank is not compromised.
- Repair areas will be equivalent or stronger than all the other panels and seams.

#### **Extended Warranty:**

Warranty of the two tanks on WO#51185 & 49836 will be 5yrs, beginning September 1, 2023.

#### If Customer decides against Fidelity repair plan and opts for replacement of tank.

All additional costs for a new tank will not be covered by Fidelity.

It is Fidelity's desire to move forward as soon as possible with the repair of the tank. Please let us know your decision and we will initiate our plan.

Regards,

Alivia Missall Customer Service Specialist

Curt Missall, Stephen Self, Kirk Glenn

Directors: Engineering, Operations, Sales & Marketing

Category Number: Item Number: 17.



Monday, August 21, 2023

#### **Item Title:**

RESOLUTION: Declaration of a State of Emergency - Imminent Threat of Flooding

## **Item Summary:**

**RESOLUTION:** Authorizing the Parish President to execute a Declaration of a State of Emergency - Imminent Threat of Flooding Due to the Reach A Gap in the Morganza to the Gulf Flood Risk Reduction System.

## **ATTACHMENTS:**

Description	Upload Date	Type
Executive Summary	8/17/2023	Executive Summary
Resolution	8/17/2023	Resolution
Executive Order	8/17/2023	Backup Material



## **EXECUTIVE SUMMARY**

# PROJECT TITLE

RESOLUTION: Authorizing the Parish President to Execute a Declaration of a State of Emergency-Imminent Threat of Flooding Due to the Reach A Gap in the Morganza to the Gulf Flood Risk Reduction System

# PROJECT SUMMARY (200 WORDS OR LESS)

The 2023 Hurricane season presents a threat to the health, safety, and welfare of the residents of Terrebonne Parish.

# PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

TPCG believes that extending the attached State of Emergency will assist TPCG in its preparation for the 2023 Hurricane season.

		TO	TAL EXPENDITURE	a. 2 4
		AMOUNT SH	OWN ABOVE IS: (CIRCLE ONE)	
		ACTUAL	ESTIMATE	D
	IS	PROJECTALE	EADY BUDGETED: (CIRCLE ONE	2)
N/A	NO	YES	IF YES AMOUNT BUDGETED:	

	COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)								
PARISHWIDE	1	2	3	4	5	6	7	8	9

Mike Toups, Parish Manager

Data

OFFERED BY:
SECONDED BY:
RESOLUTION NO
A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A DECLARATION OF A STATE OF EMERGENCY – IMMINENT THREAT OF FLOODING DUE TO THE REACH A GAP IN THE MORGANZA TO THE GULF FLOOD RISK REDUCTION SYSTEM
WHEREAS, Louisiana Revised Statue 29:727(D)(1) provides that a local disaster or emergency may be declared only by the parish president, except as otherwise provided in this Chapter. In that event, the state of emergency shall continue until the parish president finds that the threat of danger has been dealt with to the extent that emergency conditions no longer exist. However, no state of emergency may continue for longer than thirty days unless extended by the parish president, and no continuous state of emergency may continue for a period of more than ninety days unless approved by the parish governing authority; and
<b>WHEREAS,</b> the 2023 Hurricane season presents a threat to the health, safety, and welfare of the residents of Terrebonne parish; and
<b>WHEREAS</b> , TPCG believes that extending the attached State of Emergency will assist TPCG in its preparation for the 2023 Hurricane season.
<b>NOW, THEREFORE BE IT RESOLVED</b> by the Terrebonne Parish Council (Public Service Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, is hereby authorized to sign and execute the attached extension as well as any future extensions to the "Declaration of a State of Emergency – Imminent Threat of Flooding due to the Reach A gap in the Morganza to the Gulf Flood Risk Reduction System" until the Parish President determines it is no longer needed.
THERE WAS RECORDED:
YEAS:
NAYS:
ABSTAINING:
ABSENT:
The Chairperson declared the resolution adopted on this, the day of, 2023.
* * * * * * *
I, Tammy E. Triggs, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Service Committee on the day of, 2023 and subsequently ratified by the Terrebonne Parish Council in Regular Session on the day of, 2023 at which meeting a quorum was present.
GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THISTH DAY OF, 2023.

TAMMY E. TRIGGS COUNCIL CLERK TERREBONNE PARISH COUNCIL

## Terrebonne Parish Consolidated Government EMERGENCY OPERATIONS CENTER EXECUTIVE ORDER

DECLARATION OF A STATE OF EMERGENCY – IMMINENT THREAT OF FLOODING DUE TO THE REACH A GAP IN THE MORGANZA TO THE GULF FLOOD RISK REDUCTION SYSTEM

WHEREAS, Terrebonne Parish is vulnerable to future hurricane and flood events, and subsidence, sea level rise, and coastal land loss increase the risks to these communities; and

WHEREAS, because of the threat of Hurricane Season 2023, and the need to prepare for tropical storms and/or hurricanes before they occur and the effects of wind/or flooding, Terrebonne Parish is in a state of crisis and emergency that requires immediate and urgent action to prepare for and attention to avert further injury to the lives, property, health, safety, and welfare of the citizens of Louisiana and the nation; and

WHEREAS, in order to protect against these threats the Terrebonne Levee and Conservation District (TLCD) has previously constructed approximately 80 miles of levees and flood control structures as part of the interim Morganza to the Gulf Flood Risk Reduction System; however, this is an ongoing project to prepare and mitigate the effects from tropical storm and/or hurricane events; and

WHEREAS, there remains approximately a four mile gap in the Morganza to the Gulf Flood Risk Reduction System known as Reach A from Marmande Ridge in Dularge to the Intracoastal Canal near Minor's Canal; and

WHEREAS, tropical storm and hurricane events are unpredictable, but emergency preparation prior to these natural events is needed to avoid and prevent imminent natural disaster, the approaching 2023 hurricane season and the gap associated with Reach A of the Morganza to the Gulf Flood Risk Reduction System presents a real and imminent threat to the residents and property of Dularge and Terrebonne Parish due to the previously mentioned vulnerability; and

**WHEREAS**, substantial funding is already in place at the federal level to implement Reach A of the Morganza to the Gulf Flood Risk Reduction System to directly respond to and address this crisis and emergency, and

**WHEREAS**, it will be necessary for TPCG and U.S. Army Corps of Engineers to take expedited action in order to prepare for and provide necessary flood protection to protect Terrebonne Parish, lives and property.

**NOW THEREFORE BE IT RESOLVED**, that the Terrebonne Parish Consolidated Government hereby declares a state of emergency due to the imminent threat of harm to the people and property of Terrebonne Parish associated with a potential natural disaster from threats of tropical storms and/or hurricanes and continues preparing and constructing the Reach A gap in the Morganza to the Gulf Flood Risk Reduction System; and

**BE IT FURTHER RESOLVED** that the Terrebonne Parish Consolidated Government hereby urges the U.S. Army Corps of Engineers to take expedited action in order to provide necessary flood protection to Terrebonne Parish;

**BE IT FURTHER RESOLVED** that the Terrebonne Parish Consolidated Government and administration are hereby authorized to take whatever action they deem necessary to provide assistance to TLCD and/or the U.S. Army Corps of Engineers to complete the closure of the Reach

A gap in the Morganza to the Gulf Flood Risk Reduction System, to prepare for 2023 Tropical Storm and/or Hurricane events and to protect and avoid natural disaster, to expend funds from the Emergency Disaster and Contingency Account and to undertake any activity authorized by law which the Executive Director deems appropriate in response to this declaration, including but not limited to responding to this threat, implementing necessary flood protection measures, preparing for additional flooding, and any remediation measures necessary for the protection of the lives and property of the citizens of Terrebonne Parish;

**IT IS ORDERED**, that there be a Parish-wide state of emergency;

**IT IS ORDERED,** that the Office of the Parish President invokes all rights and remedies afforded it under all the laws and constitutions of the United States and State of Louisiana;

**IT IS ORDERED,** that the Office of the Parish President invokes all rights and remedies afforded it under Louisiana Revised Statutes;

**IT IS ORDERED,** that the Office of the Parish President invokes all rights and remedies afforded it under the Terrebonne Parish Charter and Code of Ordinances;

IT IS ORDERED, through the Office of the Parish President, that the Parish initiate all emergency operations plans and commence action to prepare for any potential impact from flooding; and

IT IS ORDERED, that the Terrebonne Parish Consolidated Government and any other appropriate and designated local, state, or federal governmental entities and their contractors, employees, agents, volunteers, and assigns are authorized to initiate preparation of the 2023 Hurricane and Flood Prevention season will include all necessary projects for Hurricane Preparation and Flood Protection including but not limited to the Reach A gap in the Morganza to the Gulf Flood Risk Reduction System, its levees and related incidental water control structures including undertaking various emergency public works projects as authorized by the emergency provisions of the Louisiana Public Bid Law and/or as deemed necessary;

IT IS ORDERED, that all standard local and parish procurement procedures are suspended to ensure the health, safety and welfare needs of the people and property of Terrebonne Parish while coping with the preparation and/or effects of flooding, rainfall and winds from tropical storms and hurricanes;

**IT IS ORDERED** that the Parish Office of Homeland Security and Emergency Preparedness Director, Earl Eues, (985) 873-6357, be hereby designated as point of contact;

IT IS ORDERED, that any person or entity that interrupts or interferes with the control of the Parish and/or Parish President shall be prosecuted to the fullest extent of the law; and

**IT IS HEREBY ORDERED** that this order by recorded with the Terrebonne Parish Clerk of Court and given prompt and general publicity and filed with the Office of Emergency Preparedness, all in accordance with La. R.S. 29:727.

This order is effective for thirty (30) days, but subject to renewal.

AT HOUMA, LOUISIANA, THIS  $\underline{\cancel{5}}$  DAY OF  $\underline{\cancel{A}}$  Ugust, 20  $\underline{\cancel{2}}$  AT  $\underline{\cancel{3}}$ :  $\underline{\cancel{3}}$  O'CLOCK  $\underline{\cancel{P}}$ .M.

Parish President

NOTICE POSTED AT:

Terrebonne Parish web-page: tpcg.org and 8026 Main Street, Suite 700 Houma, LA 70360 NOTICE SENT TO:

Houma Courier

Official News Journal for Terrebonne Parish Consolidated Government